

**CITY OF DUNWOODY, GA
CITY COUNCIL**

Ken Wright, Mayor

Denis Shortal – District 1, Post 1
Adrian Bonser - District 2, Post 2
Tom Taylor – District 3, Post 3
Robert Wittenstein – At Large, Post 4
Danny Ross – At Large, Post 5
John Heneghan – At Large, Post 6

Monday, February 9, 2009

City Council Meeting

Immediately Following the Work Session

A) CALL TO ORDER

B) ROLL CALL AND GENERAL ANNOUNCEMENTS

C) INVOCATION

D) PLEDGE OF ALLEGIANCE

E) SWEARING IN CEREMONY

1. J. Antonio DelCampo, Judge
2. Hugh R. Powell, Jr.
3. Timothy W. Wolfe

F) PRESENTATIONS

1. "Welcome to the City of Dunwoody" Sign.
2. **PROCLAMATION:** "Jeffrey M. Cohen Day".
3. **PROCLAMATION:** "Dunwoody Kiwanis Club Second Annual Soap Box Derby".
4. **PROCLAMATION:** "Jay Kapp".

G) MINUTES

1. Approval of Meeting Minutes from the December 18, 2008 Special Called Meeting.
2. Approval of Meeting Minutes from the January 20, 2009 Special Called Meeting.
3. Approval of Meeting Minutes from the January 26, 2009 City Council Meeting.
4. Approval of Meeting Minutes from the February 03, 2009 Special Called Meeting.

H) APPROVAL OF MEETING AGENDA *(add or remove items from agenda)*

I) PUBLIC COMMENT

J) MAYOR AND COUNCIL COMMENT

K) CONSENT AGENDA *(none at this time)*

AMENDED AGENDA 02-06-09

L) UNFINISHED BUSINESS:

1. Second Read of Ordinance to grant a franchise agreement to Atlanta Gas Light Company **(Ordinance 2009-02-12)**.
2. Discussion and vote on approval of the Temporary Occupancy Agreement for space in the South Terraces.
3. Discussion and vote on approval of the License Agreement for use of the Conference Center in the South Terraces.

M) REPORTS AND PRESENTATIONS**N) NEW BUSINESS:**

1. Discussion and vote on Resolution to amend the regular City Council Meeting schedule and location for Calendar Year 2009. **(Resolution 2009-02-16)**.
2. First Read of Ordinance to adopt Chapter 20 ("Public Assemblages") of the City of Dunwoody Code of Ordinances **(First Read)**.
3. Discussion and vote on approving a contract for phone internet equipment and services for 41 Perimeter Center East.

O) OTHER BUSINESS *(none at this time)***P) PUBLIC COMMENT****Q) EXECUTIVE SESSION**

1. For the purposes of legal, real estate, and personnel discussions.

R) ADJOURN

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CITY COUNCIL**

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Monday, February 9, 2009

Work Session

7:00 P.M.

A) CALL TO ORDER

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C) MINUTES

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D) PUBLIC COMMENT

E) DISCUSSION:

1. Second Read of Ordinance to grant a franchise agreement to Atlanta Gas Light Company (Ordinance 2009-02-12).
2. Discussion and vote on Resolution to amend the regular City Council Meeting schedule and location for Calendar Year 2009. **(Resolution 2009-02-16).**
3. First Read of Ordinance to adopt and Chapter 20 (“Public Assemblages”) of the City of Dunwoody Code of Ordinances **(First Read).**
4. Discussion and vote on approving a contract for phone internet equipment and services for 41 Perimeter Center East.
5. Approval of the Temporary Occupancy Agreement for space in the South Terraces.
6. Approval of the License Agreement for use of the Conference Center in the South Terraces.

F) PUBLIC COMMENT

G) EXECUTIVE SESSION

1. For the purposes of legal, real estate, and personnel discussions.

H) ADJOURN

CITY OF DUNWOODY
GEORGIA

Oath of Office

“I, J. Antonio DelCampo, do solemnly swear or affirm that I will faithfully execute the office of Municipal Court Judge of the City of Dunwoody, and will, to the best of my ability, support and defend the Constitution of the United States, the Constitution of Georgia, and the Charter, ordinances, and regulations of the City of Dunwoody. I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof. I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I by the laws of the State of Georgia am prohibited from holding. I am otherwise qualified to hold said office according to the Constitution and laws of Georgia. I will perform the duties of my office in the best interest of the City of Dunwoody to the best of my ability without fear, favor, affection, reward, or expectation thereof.”

J. Antonio DelCampo, Judge

I hereby certify that I administered this Oath of Office subscribed and sworn before me on this 9th day of February, 2009.

Ken Wright, Mayor

CITY OF DUNWOODY
GEORGIA

Oath of Office

“I, Hugh R. Powell, Jr., do solemnly swear or affirm that I will faithfully execute the office of Municipal Court Judge of the City of Dunwoody, and will, to the best of my ability, support and defend the Constitution of the United States, the Constitution of Georgia, and the Charter, ordinances, and regulations of the City of Dunwoody. I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof. I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I by the laws of the State of Georgia am prohibited from holding. I am otherwise qualified to hold said office according to the Constitution and laws of Georgia. I will perform the duties of my office in the best interest of the City of Dunwoody to the best of my ability without fear, favor, affection, reward, or expectation thereof.”

Hugh R. Powell, Jr.

I hereby certify that I administered this Oath of Office subscribed and sworn before me on this 9th day of February, 2009.

Ken Wright, Mayor

CITY OF DUNWOODY
GEORGIA

Oath of Office

“I, Timothy W. Wolfe, do solemnly swear or affirm that I will faithfully execute the office of Municipal Court Judge of the City of Dunwoody, and will, to the best of my ability, support and defend the Constitution of the United States, the Constitution of Georgia, and the Charter, ordinances, and regulations of the City of Dunwoody. I am not the holder of any unaccounted for public money due this state or any political subdivision or authority thereof. I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I by the laws of the State of Georgia am prohibited from holding. I am otherwise qualified to hold said office according to the Constitution and laws of Georgia. I will perform the duties of my office in the best interest of the City of Dunwoody to the best of my ability without fear, favor, affection, reward, or expectation thereof.”

Timothy W. Wolfe

I hereby certify that I administered this Oath of Office subscribed and sworn before me on this 9th day of February, 2009.

Ken Wright, Mayor

PROCLAMATION

WHEREAS, on the evening of Wednesday, January 21, 2009 in the City of Dunwoody, Georgia, Mr. Jeffrey M. Cohen, a resident of Ball Mill Court, heard the screams of a neighbor and ran outside and found that his neighbor's downstairs bathroom was on fire; and

WHEREAS, after determining that everyone was safely out of the house, Mr. Cohen's next instinct was to contain the fire until such time as the fire department arrived. He retrieved his fire extinguisher and ran across the street into the house; and

WHEREAS, after his fire extinguisher ran out, he retrieved the garden hose from his home, hooked the hose to his neighbor's garage spigot and continued to keep the fire at bay until the fire department arrived approximately 12-15 minutes later; and

WHEREAS, The City of Dunwoody wishes to commend Jeffrey M. Cohen for his heroic actions, which may have saved lives as well as other structures in the neighborhood. Furthermore, by keeping the fire from spreading the danger to the firefighters involved was kept to a minimum.

NOW, THEREFORE, BE IT PROCLAIMED, by the City of Dunwoody Mayor and City Council that in recognition of the heroic efforts of Jeffrey M. Cohen February 10, 2009 shall be proclaimed:

“Jeffrey M. Cohen Day”

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 9th day of February, 2009.

City of Dunwoody Mayor

Ken Wright

Attest:

Sharon Lowery, City Clerk

PROCLAMATION

WHEREAS, on March 25, 2008, Georgia Governor Sonny Perdue signed Senate Bill 82, which allowed the residents to vote to incorporate Dunwoody as a city and on July 15, 2008, more than 81% of the residents of Dunwoody voted to make it a city; and

WHEREAS, Mr. Jay Kapp, a resident of Dunwoody and owner of Kapp Concepts, a web designing firm, of his own volition, volunteered to design the City of Dunwoody website; and

WHEREAS, without compensation, produced a web page that was attractive to the residents of Dunwoody, and ensured that material on the web site was accessible to all groups and tested the site for functionality in different browsers and at different resolutions; and

WHEREAS, liaising closely with the IT Department for the City of Dunwoody, incorporated graphic user interface (GUI) features and continues to provide ongoing design of the website, promos and ad banners.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and Council of the City of Dunwoody that we commend **Jay Kapp** for his selfless actions, which have saved the residents of Dunwoody thousands of dollars.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of February, 2009.

City of Dunwoody Mayor

Ken Wright

Attest:

Sharon Lowery, City Clerk

CITY OF DUNWOODY
DECEMBER 18, 2008
7:00PM SPECIAL CALLED
COUNCIL MEETING MINUTES

The Mayor and Council of the City of Dunwoody held a Special Called Meeting on Monday, December 18, 2008 at 7:00pm. The meeting was held at Dunwoody United Methodist Church located at 1548 Mount Vernon Road, Dunwoody, Georgia 30338. Present for this meeting were the following:

District 1, Post 1	Denis Shortal, Council Member
District 2, Post 2	Adrian Bonser, Council Member
District 3, Post 3	Tom Taylor, Council Member
At Large, Post 4	Robert Wittenstein, Council Member
At Large, Post 5	Danny Ross, Council Member
At Large, Post 6	John Heneghan, Council Member
	Ken Wright, Mayor
City Attorney	Brian Anderson
City Manager	Warren Hutmacher

Mayor Ken Wright called the meeting to order. There being no announcements he asked Council Member Taylor to lead everyone in the Pledge of Allegiance.

MINUTES: Council Member Taylor motioned, seconded by Council Member Wittenstein to approve the December 8, 2008 Council Minutes as amended. The Motion carried unanimously.

AGENDA APPROVAL: Mayor Wright asked for any changes to the agenda, no agenda changes made.

PUBLIC COMMENT: Prior to Public Comment, Council Member Taylor offered his congratulations to the Wesleyan Wolves on winning the High School Football State Championship. Acting City Clerk Jones reminded everyone of the three minute time limit for public comment. Joe Devita on behalf of the Dunwoody Chamber of Commerce offered their services to help get information out to the business community as there are serious issues coming up, to keep the people involved when meeting/committee meetings are changed. Gerri Penn announced the upcoming Community Council District 1 Meeting at the Chamblee Library on Tuesday the 23rd at 6:30pm and addressed concerns regarding the increased size of banners in the proposed Sign Ordinance Agenda Item. Bob Dallas congratulated the council on the recent *Creative Loafing* article and asked council to adopt the Zoning Code as quickly as possible; to engage the public by having open meetings for discussion of various topics or sections of the codes would be beneficial. He asked council to consider what they want their business district to look like in the future.

NO CONSENT AGENDA at this meeting.

UNFINISHED BUSINESS:

ZONING HEARINGS PROCEDURES and POLICIES: Mayor Wright motioned, seconded by Council Member Wittenstein, to open the Public Hearing regarding the Zoning Hearings Policies and Procedures. The motion carried unanimously. City Attorney Anderson reviewed the Zoning Hearing Policies and Procedures, which gives each the applicant and opponent ten (10) minutes for pro and con to address the council after the staff has made a presentation to the council. Acting City Clerk Jones read the Zoning Hearing Policy and Procedures which outlined the Zoning Hearing procedure (attached). Attorney Bill Riley asked council to not post any time limit for public comments or questions regarding this agenda item. Mayor Wright called for any public comment regarding the Zoning Hearings Policies and Procedures. Clarification was made regarding Staff Recommendation which staffs the Planning Commission. Attorney Riley explained city staff will bring both the Staff Recommendation and the Planning Commission and be a voice for both the staff and the Planning Commission. There being no further public comments, Mayor Wright called for a motion to close the public hearing. Council Member Taylor motioned, seconded by Council Member Ross to close the public hearing. The motion carried unanimously.

The Second Read of an Ordinance to Approve and Authorize the Mayor and City Council's Zoning Hearing Policies and Procedures for the City of Dunwoody was held. There being no further review, Council Member Ross motioned, seconded by Council Member Wittenstein to approve the Zoning Hearing Policies and Procedures. The motion carried unanimously. ***(Ordinance 2008-12-45)***

ZONING ORDINANCE: Council Member Wittenstein motioned, seconded by Council Member Heneghan to enter into the Public Hearing on the City of Dunwoody's Zoning Ordinance. The motion carried unanimously. Community Development Director Jennifer Patterson presented council with the proposed Zoning Ordinance and the changes that were addressed at the council's previous work session; she explained a more thorough study on parking will be done during the first quarter of 2009. Discussion was held regarding the allowable parking spaces for a theatre, adult entertainment establishments and places of assembly; the procedure for filing an administrative variance, deletion of the word "new" on page 274, Section E, (deleting the word "new") and on page 262 to delete the word "side" as it should reference all four sides of the property. Attorney Riley asked that any public comment be allowed to include the issues that were discussed tonight.

Mayor Wright opened the public hearing regarding the Zoning Ordinance for the City of Dunwoody. Mayor Wright called for any public comment, he then asked Committee Member Bob Lungsten of 5671 TrowBridge Drive to address the council regarding this ordinance. Mr. Lungsten explained this is an overall development code for the entire city and the changes on the side issue and why the side retaining walls should be for all sides of the property, that the code is very specific as to what constitutes the front yard and what is the back yard of the property, has two sides a front and back. There being no further public comment, Mayor Wright called for a motion to close the Public Hearing. Council Member Taylor motioned, seconded by Council Member Wittenstein to close the Public Hearing on this Zoning Ordinance. The motion carried unanimously.

The Second Read of the Ordinance to Adopt and Approve Chapter 27: City of Dunwoody's Zoning Ordinance Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 27 (City of Dunwoody's Zoning Ordinance) as Attached Hereto and Incorporated Herein was held. Council Member Wittenstein motioned to approve the ordinance, Council Member Shortal seconded. Under discussion, Council Member Shortal made a motion to amend the motion to include the following changes: on page 262, Section 454(b)(2)-delete the word "side"; on page 274, Section 464(b) to add the wording "In addition to the materials otherwise required for a variance, sewer line elevations shall be submitted by the applicant" and on page 274, Section 464(e) to delete the words "Any replacement of" ...and add the words Building Plans for a ...". Council Member Ross seconded the amendment. The amended motion carried unanimously. Mayor Wright called for a vote on the main motion. The main motion carried unanimously. Council Member Shortal voiced his appreciation for the compromises, discussion and hard work in developing this ordinance. (***Ordinance 2008-12-46***)

SIGN ORDINANCE: Council Member Heneghan motioned, seconded by Council Member Bonser, to open the Public Comment on the City of Dunwoody Sign Ordinance. Community Development Director Jennifer Patterson presented council with the proposed Sign Ordinance and she outlined the modifications which were to modify the informational sign height from 4 feet to 6 feet and secondly to allow for a temporary sign/banner permitting process which is more for monitoring purposes/code enforcement purposes. Discussion was held on the size of neon signs; allowing a 15 sq ft verse 24 sq ft banner; right of way definition; signage in the right of way, definition of roof/mansard roof and the need to keep the signs content neutral. Attorney Riley explained that all signs legally placed previously will be left alone until the owners make changes.

Mayor Wright called for Public Comment on the Sign Ordinance.

Jeffery Hall of PermitPros.com addressed council that 24 feet is more typical of banner size than 15 feet in the surrounding areas, placing expiration date on the banner/sign would help with enforcement and 6ft height on real estate is appropriate. He asked to allow non confirming signs the opportunity to be corrected, asked about grandfathering, property rights protection and what process the city will put in place.

Bob Lungsten asked for clarification between the size of real estate signs and "for sale" signs and the marquee signs.

M.J. Thomas asked council to reconsider 6' post signs, actual size of signage being 2'x 3' as it looks better on certain properties. This is a standard in the industry, questioned about standard informational signs, whether if it is commercial/residential area.

Robert Miller, asked council to differentiate between residential real estate signs, retail centers signs, commercial leasing signs and banners in residential areas.

Ken Dalen addressed council regarding construction signs, residential and commercial.

Mayor Wright clarified what sections the public comments are referencing, Section 5- Restrictions in Residential Zoning Districts.

Bill Robinson requested clarification on the placement of signs next to sidewalks with the signs actually on the sidewalks.

Gerri Penn asked about Directional Signs; are they allowed; their placement and how are they going to be monitored, specifically on corner lots. How will the sign ordinance address the banner problem as she receives numerous complaints regarding banners?

There being no further Public Comment, Council Member Shortal motioned, seconded by Council member Taylor to close the Public Hearing on the City of Dunwoody Sign Ordinance.

Robert Miller asked for clarification on discussion, if discussion was on residential signage, or commercial, banners. Mayor Wright explained the public comment is referencing various areas within the Sign Ordinance.

M. J. Thomas again addressed the Standard Informational Sign, 6' foot signs would be appropriate for the Dunwoody area.

Mayor Wright called for any further Public Comment. There being no further comments, Mayor Wright motioned, seconded by Council Member Taylor to close the public hearing. The motion carried unanimously.

Discussion was held that 6' sign is the size of the structure and Community Development Director Jennifer Patterson clarified what constitutes a Standard Informational Sign, what is a Directional Sign and no signs will be allowed in the Right of Way, and Non Confirming/Grandfathering. Council Member Heneghan asked how the city will know a current sign is legal, staff will do research on each sign as they come up.

The Second Read of the Ordinance to Adopt and Approve Chapter 21: Signs Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 21 (Signs) as Attached Hereto and Incorporated Herein was held. Council Member Wittenstein motioned, seconded by Council Member Ross to approve the Sign Ordinance. Under discussion, Council Member Wittenstein motioned to amend the motion to include the following: on page 13 (5) (4) that Standard Informational Sign be changed from 4' to 6'; and to incorporate the Permitting Process for Banners as developed by Community Development and to change the definition of a Standard Informational Sign on page 6 to reflect that a "...is mounted on a post stake or metal frame with a thickness or diameter not greater than 3 1/2". Council Member Ross seconded the amendment. Clarification was that this would not be in conflict with the Overlay. The amendment carried unanimously. Under further discussion, Council Member Heneghan motioned to amend Article 1, Section 2, referencing the definition of Roof Sign to include at the end of the definition..."or sign attached to the slopping face of a mansard roof." Council Member Taylor seconded the amendment. After clarification and discussion, Council Member Heneghan amended his motion to include "a sign attached to slopping face of a mansard roof or faux roof." Council Member Taylor seconded. Both these amended motions carried unanimously. Mayor Wright called for any further discussion, there being no further discussion; he called

for a vote on the main motion. The main motion carried unanimously. (*Ordinance 2008-12-47*)

SEXUALLY ORIENTED BUSINESSES: The Second Read of the Ordinance to Adopt and Approve to Adopt and Approve an Ordinance Establishing Licensing Requirements and Regulations for Sexually Oriented Businesses within Dunwoody, Georgia was held. Attorney Riley introduced Attorney Bryan Dykes, who developed this ordinance, who will present evidence the council has previously received and present this ordinance.

Mr. Dykes reviewed the Sexually Oriented Business Ordinance 2008-12-48; he outlined how this ordinance establishes licensing requirements and regulations that will help protect the city from the negative secondary effects of this business in addition to protecting the business owner's rights, etc. Attorney Dykes reviewed case studies of Supreme Court decisions and presented to the clerk documentation and reports the council has previously received, this included Land Use Reports, Crime Impact Reports, Judicial Opinions, Secondary Effect Reports, the Criminology Methodology, etc.

Attorney Dykes highlighted these reports, court upheld regulations, expert reports and antidotal data collected from adjoining businesses that having a sexually oriented business open near their established business. Secondary negative effects can include a diminished Property value, decrease in commercial activities, increase in area crime in which some of this crime may be violent, urban blight, lewdness, obscenity, litter, solicitation, prostitution, drug trafficking. The city by having regulations in place, can address these negative impacts. Attorney Dykes mentioned the various cities that have had their ordinance upheld, i.e. City of Littleton, City of Renton, City of Daytona Beach, and the City of Spokane case which are within the legislative record.

Mayor Wright called for a motion on this ordinance. Council Member Ross motioned, seconded by Council Member Bonser, to approve this Ordinance as presented. Under discussion, distances were reviewed, hours of operation. The motion carried unanimously. (*Ordinance 2008-12-48*)

Attorney Riley polled the council regarding the evidential information, each council member confirmed they have received and reviewed the information that was presented today and that it was the same information that was presented today.

CHAPTER 7, BUILDING CODE: The Second Read of the Ordinance to Adopt and Approve to Adopt and Approve Chapter 7, Building Code, Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the Future as Chapter 7 (Building Code) as Attached Hereto and Incorporated Herein was held. Council Member Shortal, motioned by Council Member Wittenstein motioned to approve this Ordinance. Under discussion, Community Development Director Patterson highlighted the changes as requested by Council's Work Session, deleting the paragraph on Page 9, Section 7 (a) (vii) so there will no conflict with the International Building Code. Council Member Taylor, seconded by Council Member Bonser to strike paragraph seven in its entirety. The motion carried 6-1 with Council Members Taylor, Shortal, Bonser, Ross, Heneghan and Mayor Wright voting in favor and Council Member

Wittenstein opposed the motion. Mayor Wright called for any further discussion, there being nothing further, the main motion carried unanimously. (*Ordinance 2008- 12-49*)

CHAPTER 14, LAND DEVELOPMENT and ENVIRONMENT PROTECTION:

The Second Read of the Ordinance to Adopt and Approved to Adopt and Approve Chapter 14, Land Development and Environment Protection, Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the Future as Chapter 14 (Land Development and Environment Protection) as Attached Hereto and Incorporated Herein was held. Council Member Bonser, seconded by Council Member Taylor motioned to approve this ordinance. Community Development Director Patterson reviewed this ordinance, specifically the stormwater buffers. Mayor Wright called for any further discussion, there being nothing further, the motion carried unanimously (*Ordinance 2008-12-50*)

CHAPTER 17, TRAFFIC and PUBLIC ROADWAYS: The Second Read of the Ordinance to Adopt and Approved to Adopt and Approve Chapter 17, Traffic and Public Roadways, Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the Future as Chapter 17 (Traffic and Public Roadways) as Attached Hereto and Incorporated Herein was held. Council Member Shortal, seconded by Council Member Ross motioned to approve this ordinance. There being no discussion, the motion carried unanimously (*Ordinance 2008-12-51*)

CHAPTER 23, STREETS and SIDEWALKS: The Second Read of the Ordinance to Adopt and Approved to Adopt and Approve Chapter 23, Streets and Sidewalks, Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the Future as Chapter 23 (Streets and Sidewalks) as Attached Hereto and Incorporated Herein was held. Mayor Wright called for a motion on this ordinance, Council Member Wittenstein, seconded by Council Member Ross motioned to approve this ordinance. Discussion was held on the rights of way. The motion carried unanimously (*Ordinance 2008-12-52*)

CABLE and VIDEO SERVICES FRANCHISE AGREEMENT: The Second Read of the Ordinance Granting Comcast of Georgia I, LLC, a Franchise Agreement to Provide Cable and other Services to Subscribers within the city boundaries; Granting the Right to use the City's Public Rights of Way in Relation to Provide Provisions of Such Services and Providing for a Associated Franchise Fees and for Other Purposes was held. Attorney Anderson explained not all comments have been received from Comcast and requested council table this ordinance. Council Member Shortal, seconded by Council Member Taylor motioned to defer this ordinance. The motion carried unanimously to defer this ordinance.

CHAPTER 9-ETHICS: The Second Read of the Ordinance to Adopt and Approved to Adopt and Approve Chapter 9, Ethics, Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the Future as Chapter 9 (Ethics) as Attached Hereto and Incorporated Herein was held. Council Member Heneghan, seconded by Council Member Ross motioned to approve this ordinance. Attorney Anderson reviewed the history of this ordinance. Council Member Shortal opposes this Ethics Ordinance, it is political document and too lengthy at thirty-eight (38) pages. Mayor Wright asked for any further discussion. Council Member Ross explained this

meets the standards of what Dunwoody wants, it was comprised of various information from the three sister cities, GMA recommendations, the State of Georgia and part of the task force by Dunwoody citizens. There being no further discussion, he called for a vote on this motion. The motion carried 4-3, with Council Members Heneghan, Ross, Wittenstein and Mayor Wright in favor of the motion and with Council Members Shortal, Taylor and Bonser opposing the motion. ***(Ordinance 2008-12-54)***

REPORTS and PRESENTATION:

TAX ANTICIPATION NOTE (TAN) Update: City Attorney Anderson informed council that work is ongoing; documents will be forthcoming to council and will be on an upcoming Council Agenda. As this is a line a credit, the structure will be to have council authorize the TAN; the Finance Director will draw down on the TAN as needed. City Manager Hutmacher outlined how the TAN will work, how interest is calculated, the payback is due by end of the calendar year.

Mayor Wright called for a five (5) minute recess.

Mayor Wright called the meeting back to order.

NEW BUSINESS

City Manager Mr. Hutmacher, upon request from Mayor Wright, outlined the Request for Proposal process. He reviewed the development of the proposals, advertisement, mandatory pre-bid conferences, deadline for proposals; follow-up notifications for clarification on any conference questions. The committee comprised of Council Members Shortal, Bonser, the City Manager and Boykin International reviewed, calculated the scores and interviewed the selected firms. The proposals are presented tonight for council consideration.

COMMUNITY DEVELOPMENT SERVICES CONTRACT: Council Member Bonser motioned seconded by Council Member Wittenstein to approve the contract between the City of Dunwoody and Clark Patterson Lee for providing Community Development Services. Discussion was held Exhibit D-Letter of Agreement dated December 10, 2008 reviewed, specifically, #5 Contract Service for Code Compliance, #7 Community Development as part of the contract, and to modify the agreement upon sixty days of written notice provided by the City of Dunwoody regarding the fees for building permits. Council Member Ross asked that the values should be included, vendors to sign on to that they will adhere to the Code of Ethics. Council Member Wittenstein motioned, seconded by Council Member Ross to amend the motion to modify the letter to modify the sentence regarding the sixty (60) day written notice by the city. A Letter of Intention to be mailed by Attorney Anderson. Council Member Heneghan asked who will be handling inspections/building official. Community Development Director Patterson highlighted the qualifications of the city's inspector. Mayor Wright called for a vote on the main motion. The motion carried unanimously. ***(ACTION ITEM)***

PUBLIC WORKS SERVICES CONTRACT: Council Member Heneghan motioned to defer this agenda item for Public Works Contract with Lowe Engineering until December

29th Council Meeting. Council Member Wittenstein seconded and the motion carried unanimously.

FINANCIAL ADMINISTRATIVE SERVICES CONTRACT: Council Member Ross made a motion, seconded by Council Member Wittenstein to approve the contract as written between the City of Dunwoody and Calvin Giordano and Associates for providing Financial and Administrative Municipal Services. Under discussion, Council Member Wittenstein asked a section designated as “Services Out of Scope” be evaluated for future contracts. The motion carried unanimously. *(ACTION ITEM)*

CHAPTER 25: WATER, SEWER AND SEWAGE DISPOSAL: The First Read of an Ordinance to Adopt and Approve Chapter 25: Water, Sewer and Sewage Disposal Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 25 (Water, Sewer and Sewage Disposal) as Attached Hereto and Incorporated Herein was held.

INTERIM COMPREHENSIVE PLAN: The First Read of the Ordinance to Adopt and Approve the Interim Comprehensive Plan for the City of Dunwoody, Georgia was held.

Interim Future Land Use Plan not considered at this meeting.

CHAPTER 16: OFFENSES AND VIOLATIONS: The First Read of an Ordinance to Adopt and Approve Chapter 16: Offenses and Violations Providing for Inclusion and Identification in the Code of Ordinances for the City of Dunwoody, Georgia to be referenced in the future as Chapter 16 (Offenses and Violations) as Attached Hereto and Incorporated Herein was held.

EXPENDITURE OF SEXUALLY ORIENTED BUSINESSES: Discussion was held on the expenditures for the sexually oriented businesses license ordinance expert presentation. City Manager Hutmacher explained this type of item would not normally come before council, but without an adopted budget he is not authorized to expend the funds. Council Member Taylor motioned, seconded by Mayor Wright approve the expenditures (\$5,000). The motion carried unanimously. *(ACTION ITEM)*

BUSINESS OCCUPATIONAL TAXES and LICENSES: A Resolution Adopting and Approving the Schedule of Fees for Business Occupation Taxes and Licensing in the City of Dunwoody, Georgia (Attachment “A”) and Authorizing the Mayor and City Manager or their Designees to Execute Any and All Documents Necessary for the Implementation Thereof was read. Council Member Shortal motioned, seconded by Council Member Taylor to adopt the fees. The motion carried unanimously. *(RESOLUTION 2008-12-28)*

CHAPTER 15: BUSINESS OCCUPATION TAX, LICENSES AND REGULATIONS: The First Read of an Ordinance Amending Chapter 15 of the City of Dunwoody Code of Ordinances by Changing the Requirements for Documentation of Gross Receipt Income was held.

AMENDING RULES AND PROCEDURES: The Resolution Adopting and Approving Rules and Procedures for the City Council Meetings and Public Hearings for the City of

Dunwoody was read by Acting City Clerk Jones. Council Member Ross motioned, seconded by Council Member Shortal to approve the Resolution as presented. A brief discussion was held on having a standard invocation for each meeting. The motion carried unanimously. Council Member Taylor motioned, seconded by Council Member Shortal to reconsider the motion to adopting the Rules and Procedures. The motion carried unanimously to reconsider this agenda item.

Council Member Shortal made a motion to accept the Resolution adopting the Rules and Procedures for the City Council Meetings and Public Hearings. Council Member Ross seconded the motion. Under discussion, Council Member Ross motioned to amend the motion to include the language that was presented for the invocation. Council Member Heneghan seconded the amendment. The amended motion carried unanimously. Council Member Heneghan motioned to amend the Rules and Procedures to include Public Comment before each agenda item the council will be voting on, with a time limit of five (5) minutes for speakers in favor of and five minutes for speakers in opposition of an agenda item. Council Member Ross seconded the amended motion. Discussion was held regarding transparency, with the website, at city hall, and citizens having the opportunity by phone or email to let their thoughts known. The amended motion failed 2-4 with Council Members Heneghan and Ross in favor and Council Members Wittenstein, Shortal, Bonser, Taylor and Mayor Wright opposing the amendment.

Discussion was held on the number of votes required for a motion to pass. Council Member Wittenstein motioned, seconded by Council Member Ross to amend the motion to add a new Section 17(a) called "Deferral: Upon the request of the Mayor or a member of the City Council, an item up for vote can be deferred for one meeting. This normal course deferral may not be repeated on any item previously deferred in accordance with this provision." The amendment carried.

Mayor Wright called for a vote on the main motion as amended. The motion carried unanimously. **(Resolution 2008-12-29)**

POLICE SERVICES IGA: The Resolution to Approve and Authorize an Intergovernmental Agreement between the City of Dunwoody and Dekalb County for Police Services was read. Council Member Ross motioned, seconded by Council Member Wittenstein to approve this Resolution 2008-12-30 as written. Under discussion, Council Member Shortal voiced concern about the cost of this agreement. Police Chief Billy Grogan will monitor the agreement, this agreement calls for approximately 5.3 patrol officers per beat and the city will be divided into three beats. There being no further discussion, Mayor Wright called for a vote on the motion to approve this resolution as written. The motion carried 6-1 with Council Members Taylor, Bonser, Wittenstein, Ross, Heneghan and Mayor Wright in favor of the motion. Council Member Shortal opposed the motion. **(RESOLUTION 2008-12-30)**

SUSTAINABILITY COMMISSION: The Resolution Creating a Sustainability Commission to Promote Sustainability Initiatives in the City of Dunwoody, Georgia and to direct the City Manager to pursue certification in the Atlanta Regional Commission (ARC) through its Green Communities Program was read. Council Member Heneghan motioned, seconded by Council Member Wittenstein to approve this Resolution 2008-12-31. The motion carried unanimously. **(RESOLUTION 2008-12-31)**

OTHER BUSINESS: Mayor Wright announced there will not be a Council Meeting on December 22, 2008 and wished everyone a “Happy Holiday”. Council Member Ross congratulated Jeff Ducote of Troop 434 on obtaining the rank of Eagle Scout. The ceremony for Eagle Scout Ducote will be December 27th. He is the seventh Eagle Scout in the Ducote family and hopes to go on to West Point.

PUBLIC COMMENT: No public comments made.

There being no further business, Council Member Heneghan motioned to adjourn, seconded by Council Member Ross. The motion carried unanimously. The meeting was adjourned.

Approved:

Ken Wright, Mayor

Attest:

Joan C. Jones, Acting City Clerk

(Seal)

**CITY OF DUNWOODY
JANUARY 20, 2009
CITY COUNCIL MINUTES**

The Mayor and Council of the City of Dunwoody held a Planning Workshop Meeting on Tuesday, January 20, 2009 at 8:00 a.m. The Planning Workshop was held at the Marriott Perimeter Hotel, 146 Perimeter Center Parkway, Dunwoody, Georgia 30346. Present for this meeting were the following:

District 1, Post 1	Denis Shortal, Council Member
District 2, Post 2	Adrian Bonser, Council Member
District 3, Post 3	Tom Taylor, Council Member
At Large, Post 4	Robert Wittenstein, Council Member
At Large, Post 5	Danny Ross, Council Member
At Large, Post 6	John Heneghan, Council Member
	Ken Wright, Mayor

Staff Present:	Brian Anderson, City Attorney
	Warren Hutmacher, City Manager
	Sharon Lowery, City Clerk

Facilitator Gordon Maner, of the Carl Vinson Institute of Government, the University of Georgia, welcomed Mayor, City Council and Staff to the Planning Workshop at 8:00 a.m.

MINUTES:

See attached Mayor and Council Planning Workshop Summary Report, provided by Facilitator Gordon Maner.

ADJOURN:

The meeting was adjourned.

Approved by:

Ken Wright, Mayor

Attest:

Sharon Lowery, City Clerk

**CITY OF DUNWOODY
FEBRUARY 3, 2009
CITY COUNCIL MINUTES**

The Mayor and Council of the City of Dunwoody held a Specially Called Meeting on Tuesday, February 3, 2009 at 4:00 p.m. The Council Meeting was held at the temporary location of Dunwoody City Hall, 400 Northridge Road, Suite 1250, Atlanta, Georgia 30350. Present for this meeting were the following:

District 1, Post 1	Denis Shortal, Council Member
District 2, Post 2	Adrian Bonser, Council Member
District 3, Post 3	Tom Taylor, Council Member
At Large, Post 5	Danny Ross, Council Member
	Ken Wright, Mayor
Staff Present:	Brian Anderson, City Attorney
	Warren Hutmacher, City Manager
	Sharon Lowery, City Clerk

Mayor Wright called the Meeting to order.

UNFINISHED BUSINESS:

Discussion of the Lease for City Hall – City Attorney Brian Anderson presented the lease for office space at 41 Perimeter Center East. He stated that the lease is between the City of Dunwoody and RB 41/47/PCE, LLC and will no longer go through the Development Authority. The lease will terminate every year with an annual automatic renewal. Following a brief discussion, Mayor Wright made a motion to approve the lease subject to City Attorney Brian Anderson's final approval of the lease and for the city to have the Right of First Offer on the third floor. Council Member Ross seconded. The Mayor called for a vote on the motion and the motion carried unanimously.

There being no further business the Meeting was adjourned.

Approved by:

Ken Wright, Mayor

Attest:

Sharon Lowery, City Clerk

INVOCATION

“At this Council Meeting, help us to make decisions which keep us faithful to our mission and reflect our values. Give us strength to hold to our purpose; wisdom to guide us; and a keen perception to lead us. And above all, keep charitable as we deliberate.”

AN ORDINANCE TO ADOPT AND APPROVE CHAPTER 20, ASSEMBLAGES IN PUBLIC PLACES, AND PROVIDING FOR INCLUSION AND IDENTIFICATION IN THE CODE OF ORDINANCES FOR THE CITY OF DUNWOODY, GEORGIA TO BE REFERENCED IN THE FUTURE AS CHAPTER 20 (ASSEMBLAGES IN PUBLIC PLACES) AS ATTACHED HERETO AND INCORPORATED HEREIN

WHEREAS: The Ordinance relating to Chapter 20, Assemblages in Public Places, is hereby adopted and approved; and is attached hereto as if fully set forth herein; and,

WHEREAS: This Ordinance shall be designated as Chapter 20 of the Code of Ordinances of the City of Dunwoody, Georgia; and

WHEREAS: This Ordinance shall become effective upon its adoption.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DUNWOODY HEREBY ORDAINS that Chapter 20, Assemblages in Public Places, is hereby adopted and approved as part of the Code of Ordinances for the City of Dunwoody, Georgia. Any ordinances in conflict with this Ordinance are hereby repealed.

SO ORDAINED AND EFFECTIVE this the ____ day of _____, 2009.

Approved:

Ken Wright, Mayor

Attest:

Sharon Lowery, City Clerk
(Seal)

Approved as to Form and Content:

Brian Anderson, City Attorney

Chapter 20: Assemblages in Public Places

Article 1: Generally

Section 1: Definitions

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City manager means the City Manager of the City of Dunwoody, Georgia. The City Manager may delegate his authority or be assisted by other employees as required.

Event means any march, meeting, demonstration, picket line, procession, motorcade, rally, or gathering for a common purpose, consisting of persons, animals, or vehicles or a combination thereof upon or in the streets, parks, or other public grounds within the City that interferes with or has a tendency to interfere with the normal flow or regulation of pedestrian or vehicular traffic or that endangers or has the possibility of endangering the public's health, safety, or welfare.

Organization or *group of private persons* means a group of three or more persons, or their representatives, acting as a unit.

Private purpose means any purpose not commanded or directed by law, statute, ordinance, or regulation to be performed.

Section 2: Violations and penalties

Any person who violates, or fails to comply with, any provision of this article may be punished as provided in Chapter 1 of the Dunwoody Code of Ordinances.

Section 3: Exceptions

This Chapter shall specifically not apply to funeral processions; neighborhood parades, provided activities remain solely within the boundaries of such neighborhood; sporting events; school students going to or from classes or participating in properly supervised and sponsored activities; governmental entities acting within the scope of their functions; and other activities as provided for by law or regulation.

Section 4: Duties of City Manager

The City Manager shall have the following duties:

- (1) To prepare and provide the necessary forms for the application of a permit and for the submission of any required information needed to review an application, administer, and enforce this Chapter.

- (2) To review an application submitted for completeness and to collect a permit licensing fee in the amount to be determined by Resolution of the City Council which is equal to the administrative costs of processing the application plus the costs for the use of city services or property, unless the activity is conducted for the sole purpose of public issue speech protected under the First Amendment for which no costs are assessed for city services and property.
- (3) To designate or coordinate sites and set time schedules; to coordinate with county authorities; and, where appropriate, to receive the approval of the State of Georgia Department of Transportation, the county sheriff, or other necessary public officials.
- (4) To issue a permit within ten (10) days of receipt of an acceptable and complete application.
- (5) To deny a permit within ten (10) days of receipt of an application if the application is not complete or if any of the circumstances described in Section 3 of Article 2 of this Chapter are found to be existing.

Article 2: Permits

Section 1: Required

Every person, organization, or group of private persons wishing to use public property or public roads in the City for an event is required to obtain a permit from the City for the privilege of engaging in the event within the City, unless such permit is prohibited under State law or the event is otherwise protected from this requirement by Federal or State law.

Section 2: Application

Every person, organization, or group of private persons required to procure a permit under the provisions of this Article shall submit an application for the permit to the City Manager, which application shall conform to the requirements of this Chapter in addition to the following:

- (1) Unless otherwise provided herein, each application is a written statement upon forms provided by the City and submitted to the City Manager within a reasonable time prior to the planned event for security purposes, verifications, and arrangements. A reasonable time shall in this instance be construed to mean a time of at least fifteen (15) days but no more than sixty (60) days prior to the planned event. The City Manager shall act upon the application within ten (10) days of the receipt of a completed application. A person may make an emergency application to the mayor's office if an unforeseen circumstance arises requiring a response within less than ten (10) days. The City Manager shall have discretion to determine if an emergency exists and, subject to this Article, grant or deny such permit.

- (2) Each application shall set forth the following information:
- (i) The name, address, and telephone number of the person, if the applicant is an individual, or the name, address, and telephone number of an applicant corporation, partnership, organization, or group;
 - (ii) Date, time, and location where the proposed event is to take place, including proposed routes of travel on public streets to be used for the event;
 - (iii) Description of activity involved with the event;
 - (iv) An approximate number of persons, animals, and vehicles which will be involved with the event;
 - (v) Names, home addresses, and telephone numbers of individuals involved with the applicant, if not an individual, who have oversight responsibility for the organization and conduct of the event on behalf of applicant;
 - (vi) A description of any recording equipment, sound amplification equipment, signs, or other attention getting devices proposed to be used during the event;
 - (vii) Plans for disposal of trash and clean up of the event area; first aid provisions; vehicle and trailer storage provisions; and toilet facilities available to event participants; and
 - (viii) Any additional information which the City Manager may find reasonably necessary to the fair administration of this Chapter which may include a complete record of all arrests and convictions against the applicant and every partner, officer or director of the applicant for violations of any and all laws and ordinances of the City, County, State, or Federal government, other than minor traffic violations.
- (3) The application is signed and sworn to by the applicant if an individual, or by a partner, if a partnership, or by an officer, if a corporation.
- (4) All information furnished or secured under the authority of this Chapter is kept and maintained by the City and is utilized only by the officials of the City responsible for administering these provisions.
- (5) Any false statement in an application for a permit may be grounds for revocation or denial of the permit application.

Section 3: Procedure for application review

- (a) Upon receipt of a complete application for a permit, the City Manager shall have it reviewed by the City Departments, the services of which may be impacted by the event.
- (b) Upon receiving reports from the City Departments, the City Manager shall consider the impact of the event as whether it will unreasonably disrupt and obstruct the necessary flow of pedestrian or vehicular traffic or endanger the public's health, safety, or welfare.
- (c) As part of the City Manager's review, conditions may be made for alternate routes and locations of the event to ameliorate issues of traffic flow and public safety, which conditions shall attach to the permit, if issued.
- (d) The City Manager shall also review an applicant's plans for:
 - (1) Trash clean up and disposal provisions;
 - (2) First aid provisions;
 - (3) Vehicle and trailer storage provisions; and
 - (4) Toilet facilities available to participants.

Should the City Manager determine an applicant's plans presented for these services to be inadequate, the application may be denied.

- (e) Upon completion of the review of the application, the City Manager shall issue a permit for the event, including its proposed routes of travel, if the City Manager finds the event can occur without unreasonably impacting upon the use of the public streets, public property, and resources of the City and without endangering the public's health, safety, and welfare.
- (f) Any person whose application under this Article is denied by the City Manager may appeal such denial within three (3) business days after the denial to the City Council, which shall consider such appeal at the next regularly scheduled meeting following the filing of the appeal.
- (g) The council, in considering the appeal, shall determine if good cause exists for denial of the permit and, after hearing and receiving all evidence, shall either uphold the decision of the City Manager or reverse the decision and grant a permit. In reversing, the City Council may attach any requirements deemed necessary to the permit, as conditions to its issuance for protection of the public health and safety.
- (h) The city hall grounds may not be used for holding a parade, assembly, demonstration, or other event on any weekday prior to 8:00 a.m. or after 5:00 p.m. or on any Sunday prior to 1:00 p.m. or after 5:00 p.m.

Article 3: Special Events

Section 1: Definitions

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Producer means any person responsible for planning, producing and conducting a special event.

Special event means any organized for-profit or nonprofit activity having as its purpose entertainment, recreation and/or education which (i) takes place on public property or (ii) takes place on private property, but requires special public services and which is permitted by the City under this Article. Gatherings or activities that take place on private property and that make no use of city streets, other than for lawful parking, are not subject to the provisions of this Article, but shall comply with all other requirements specified by ordinance as to the use of residential property. No special event shall be allowed to exceed six (6) days in any 30-day consecutive period of time.

By way of example, special events include, but are not limited to, fairs, tours, grand opening celebrations, races, parades, marches, rallies, assemblies, festivals, concerts, holiday celebrations, bicycle runs, and block parties. Private social gatherings which will make no use of city streets other than for lawful parking are not included. Garage sales, lawn sales, rummage sales, flea market sales, or any similar casual sale of tangible personal property are not included.

A *parade, march, or procession* subject to this Article is defined to be a group or number of people or vehicles, or the combination thereof, consisting of five or more vehicles and ten or more persons, or a combination of three or more vehicles and five or more persons, proceeding or moving in a body or in concert along the streets or sidewalks of the City. Specifically excepted from this definition are funeral processions.

Vendor means any person or persons or entity who engages in the sale to the public of any food or food products, goods, services, or merchandise of whatever nature from any location, either mobile or stationary, on a temporary itinerant basis on any public street, sidewalk, or right-of-way as an authorized participant of the special event.

Section 2: Penalties for violations

Violation of any of the sections of this Article or any part thereof shall be punished as provided in Chapter 1 of the Dunwoody Code of Ordinances.

Section 3: Permit conditions

- (a) It shall be unlawful for a special event to occur in the City without having first obtained a permit for such special event.

- (b) All permits issued pursuant to this Article shall be temporary and shall not vest in the holder any permanent property rights in a permit.
- (c) The location of a special event must comply with all existing zoning requirements of the City, and there must be sufficient lawful parking available. An application for a permit shall be subject to review of the Director of the Department of Community Development to determine compliance with zoning requirements. Administrative exceptions are subject to the approval of the City Manager.
- (d) Parades, marches, and processions shall follow such designated route or routes as may be on file with the City Manager and shall be preceded by a police vehicle.
- (e) Unless specifically provided otherwise, a special event is subject to and must comply with any and all other applicable ordinances of the City.

Section 4: Application

- (a) The producer of a special event shall make application for a permit for the special event on a form prescribed by the City.
- (b) An application for a special event permit shall be filed at least sixty (60) days prior to the date the special event is scheduled to take place; provided, however, no application shall be accepted earlier than one (1) year prior to the date of the special event.
- (c) Each application for a special event permit shall be accompanied by a nonrefundable application fee in such amount as may be set from time to time by Resolution of the City Council.
- (d) All producers of a special event shall be properly identified on the application; provided, however, a special event permit shall be issued only to an individual person. Therefore, if a group, organization, association, or other entity is producing the special event, a designated agent of the producer shall be named for purposes of the permit, and this individual shall be solely and fully responsible for compliance with all provisions, including all financial requirements of this Article and other applicable laws.
- (e) The application shall include the following information:
 - (1) Purpose of the special event;
 - (2) Name, address, e-mail address, and telephone number of the sponsoring entity or person in addition to the person named in subsection (d) of this section;
 - (3) Proposed date, location, and hours of operation, but in no event earlier than 8:00 a.m. nor later than 11:00 p.m. in residential zoned locations and in no event earlier than 8:00 a.m. nor later than 12:00 midnight in commercial zoned locations;

- (4) Schedule of proposed activities;
- (5) Projected attendance at the special event;
- (6) Plans for parking, restroom facilities, and sanitation concerns;
- (7) Plan for crowd and traffic control.

In addition, the City or any of its departments may require any other information deemed reasonably necessary to determine that the permit meets the requirements of this Article.

- (f) Two copies of a to-scale survey of the proposed location for the special event shall accompany the application and shall accurately depict the proposed location of the special event, all buildings, structures, parking, and curb cuts permanently located on the site. The survey shall further show the proposed temporary location of any and all buildings, structures, and parking to be associated with the proposed special event. Moreover, the entire location shall comply with the City's standards for setbacks.
- (g) Each City Department and/or agency whose services would be impacted by the special event shall review the application and recommend in writing any conditions or restrictions deemed necessary. Special conditions or restrictions recommended by the City Manager, or his designee, shall become a condition of the permit.
- (h) The following standards shall be considered in reviewing the application:
 - (1) A special event permit may be issued only after an adequate plan for crowd and traffic control, as well as security, and, when deemed necessary, employment of off-duty uniformed and P.O.S.T. certified police officers has been verified by the City and obtained by the producer.
 - (2) A special event permit may be issued only after an adequate plan for fire inspection/prevention and/or fire code enforcement and, when deemed necessary, employment of off-duty uniformed fire personnel has been verified by the City and obtained by the producer.
 - (3) A special event permit may be issued only after an adequate EMS plan and, when deemed necessary, employment of off-duty medics who are state-certified EMT or paramedics has been verified by the City and obtained by the producer.
 - (4) A special event permit may be issued only after adequate waste disposal facilities have been determined by the City and obtained by the producer. The producer shall be required to clean the right-of-way or public property of rubbish and debris, returning it to its pre-special event condition, within 24 hours of the conclusion of the special event. If the producer fails to clean up such refuse, cleanup shall be arranged by the City, and the costs incurred for this service shall be charged to the applicant.

- (5) A special event permit granted by the City may provide for the City to close designated streets and intersections to allow use of the public right of way for the special event during designated hours and days.
- (6) The sound level of any special event must comply with the City noise ordinance.
- (i) After all of the requested information pertaining to the special event has been submitted, reviewed, and approved, a permit may be issued upon payment of all applicable fees and costs. The special event permit, as well as any other permits required in conjunction with the special event, shall be posted on site during the special event.
- (j) Should a permit be denied, the producer shall be notified in writing of the denial.

Section 5: Permit fees

- (a) Each City Department and/or agency whose services would be impacted by the special event shall itemize the departmental activity required for the special event, showing the hourly rate and the actual and reasonable total cost. The "total costs to the City" shall be the sum of each department's costs. The City Manager shall determine and calculate a reasonable fee to reimburse the City for its services.
- (b) A cash bond may be determined to be appropriate by the City, and in this event the City shall advise the producer of the amount, and this bond shall be remitted to the City before the special event permit is issued.
- (c) The initial permit fee shall be paid in full prior to the issuance of the permit and in any event no later than 72 hours prior to the date of the event.
- (d) The fees required in this Article shall be in addition to any other fees which may be required by any other applicable ordinances or regulations.
- (e) No producer of any special event, except as may otherwise be provided herein, shall be exempt from the payment of the appropriate fees and charges required under this Article.
- (f) Should a producer desire to have use of any equipment owned by the City, such as barriers, traffic cones, and the like, an additional fee, as may be established from time to time by Resolution of the City Council, shall be paid so as to cover the reasonable cost for use of the equipment, as well as the delivery and return of the items by City employees.
- (g) Notwithstanding any provision to the contrary, the producer of any special event associated with and benefiting the cause of a charitable organization, recognized as such by the Internal Revenue Service under section 501(c)(3) of the Internal Revenue Code, shall be excused by the City Manager from the permit fee requirement, but may be required to post the bond described in subsection (b) of this section. Criterion to be considered in determining the appropriateness of requiring a bond shall include the

impact of the event on the cost of services to be provided by the City and on the general public health, welfare, or safety of the City.

Section 6: Liability

- (a) At the discretion of the City, prior to issuance of a permit, the producer shall provide to the City proof of comprehensive liability insurance naming the City as an additional insured. The insurance requirement is a minimum of \$300,000.00 personal injury per person, \$1,000,000.00 maximum, and \$100,000.00 property damage against all claims arising from permits issued pursuant to this Article.
- (b) The producer of any special event shall provide a written agreement in a form satisfactory to the City providing the producer shall defend, pay, and save harmless the City, its officers, employees, and agents from liability of all personal or property damages arising from any acts or omissions emanating from a special event and from any and all claims, attorney fees or lawsuits for personal injury or property damage arising from or in any way connected to the special event. The agreement shall be filed with, and made a part of, the application form.
- (c) The City, its officials, employees, or agents shall not incur any liability or responsibility for any injury or damage to any person in any way connected to the use for which the permit has been issued. The City, its officials, employees, or agents shall not be deemed to have assumed any liability or responsibility by reasons of inspections performed, the issuance of any permit, or the approval of any use of the right-of-way or other public property.

Section 7: Vendors of food and merchandise

- (a) The sale of food and/or merchandise by vendors shall be allowed as a component of a special event provided each vendor is authorized to participate in writing by the producer of the event and provided further each vendor shall be subject to all conditions and limitations as shall be imposed in writing by the producer and submitted as part of the application for a permit.
- (b) The producer of a special event shall have sole responsibility and control of all food and merchandise vendors as a component of a special event and to designate the location and activities of such vendors.
- (c) Authorized vendors of the producer, providing food and/or merchandise, shall not be required to obtain a separate vendor permit to operate during the special event.
- (d) Notwithstanding the provisions of subsection (c) of this section, food vendors authorized by the producer shall be required to comply with rules and regulations of the Dekalb County Health Department as to the preparation and service of food.

Section 8: Vendors of alcoholic beverages

The dispensing of alcoholic beverages, by sale or otherwise, shall be allowed as a component of a special event provided each vendor is authorized to participate by the producer and provided further each vendor dispensing alcoholic beverages shall have been duly licensed by the State and the City or another local governing authority and shall further have complied with all provisions of this Code relating to the sale of alcoholic beverages off-premises at an authorized function or event.

Section 9: Miscellaneous provisions regarding vendors

- (a) Each vendor authorized by the producer of the special event shall prominently display on his or her person a badge provided by the producer and identifying the vendor as an authorized participant in the special event which shall bear the signature of the producer or his designated agent.
- (b) It shall be unlawful for any vendor not authorized by the producer as provided herein to engage in any business within a distance of 100 yards of the special event from one hour before the start of the special event, and until one hour after the special event.
- (c) A special event permit granted by the City may provide for the City to close designated streets and intersections to allow use of the public right-of-way for the special event during designated hours and days. The producer shall bear all responsibility for having all vendors remove any structures and all trash and debris from the designated area by not later than the time stated under the permit for re-opening of all streets.

Section 10: Other permits

- (a) The purpose of this Article is to allow the City's departments and staffs to review an application for a special event permit outside the regular ordinance standards in order to determine how disruptive a special event may be to the ordinary use of parks, public streets, rights-of-way, or sidewalks and to make recommendations and allowances. Administrative guidelines issued by the Department of Community Development shall be followed by the City in allowing specified signage and advertising which may not be in compliance with existing zoning ordinances for banners and vendors. Upon approval by the City Manager, or his designee, recommendations and allowances made shall become conditions of the permit to be followed and carried out by the producer.
- (b) Notwithstanding subsection (a) of this section:
 - (1) The holder of a resident or nonresident license to sell and dispense alcoholic beverages shall obtain an off-premises license and event permit for pouring alcoholic beverages for an authorized function or event as provided in chapter 7 of this Code if he is authorized to participate by the producer; and
 - (2) A permit allowing fireworks shall be approved and permitted by the Chief of the City's Fire Department or his designee. Further, the person to be performing the

firework display shall be pyrotechnics licensed and qualified in the State of Georgia.

Section 11: Denial or revocation of a special event permit

- (a) Reasons for denial of a special event permit include, but are not limited to:
 - (1) The special event will unnecessarily disrupt traffic within the City beyond practical solution;
 - (2) The special event will interfere with access to fire stations and fire hydrants;
 - (3) The location of the special event will cause undue hardship to adjacent businesses or residents;
 - (4) The special event will cause unnecessary disruption of public services which would unreasonably impact the remainder of the City;
 - (5) The application contains incomplete or false information; and
 - (6) The producer fails to comply with any terms required by this Article.
- (b) Reasons for revocation of a special events permit include, but are not limited to:
 - (1) False or incomplete information on the application;
 - (2) Failure to comply with all terms and conditions of the permit;
 - (3) Failure to arrange for or adequately remit all fees, deposits, insurance or bonds to the City; and
 - (4) Existence of disaster, public calamity, riot or other emergency as the City determines, in its sole discretion, to be an impact upon the public health, safety and welfare.
- (c) Further, a special event permit may be denied, suspended, or revoked by the City, if the Chief of the Police Department, the Chief of the Fire Department, or their designees, determines that the health, welfare, or safety of the public may be endangered.

Section 12: Appeals

- (a) Any producer whose special event permit application has been denied or revoked may request in writing a review of this decision by the City Manager. This request must be in writing and received by the City Manager within five days of the permit denial or revocation.

- (b) The City Manager shall review the application and reasons for the denial or revocation of the special event permit and shall issue a decision, within five (5) days, whether to uphold or reverse the previous decision and grant or reinstate the permit with such additional conditions as the City Manager may deem justified by the evidence.
- (c) Should the producer be dissatisfied with the decision of the City Manager, an appeal may be filed with the City Council within five (5) days of the decision of the City Manager. The City Council shall set a hearing date within 30 days of receiving an appeal. At the hearing, evidence may be submitted by the producer addressing why the permit should have been granted or not revoked and by the City Manager addressing why the permit was denied or revoked. The City Council shall determine whether the denial or revocation of the permit is justified, or it may reverse the previous decision and grant or reinstate the permit with such additional conditions as deemed justified by the evidence.



CITY OF DUNWOODY

400 Northridge Road

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Dunwoody, GA 30350

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MEMORANDUM

To: Honorable Mayor and City Council

From: Brian Anderson, City Attorney

Date: February 06, 2009

Subject: Temporary Occupancy Agreement and License Agreement for South Terraces Conference Facility

The presented are two temporary agreements. The first is for free temporary space in the South Terraces to be used by the City until the permanent space at 41 Perimeter Center East is available.

The second agreement is for the conference center on a use by use basis. Please take note that in addition to the standard charges for the use of the conference center, if meetings go beyond the normal operating hours contained in the agreement and need heating and cooling, for after hours HVAC use, the City must request it in advance and the cost is \$45/hour. There is a line item in the budget for this expense.

TEMPORARY OCCUPANCY AGREEMENT

THIS TEMPORARY OCCUPANCY AGREEMENT (this "Agreement") is made as of the ____ day of January, 2009, by and between **RB Terraces, LLC**, a Delaware limited liability company, as Owner, and **The City of Dunwoody**, as Occupant, for the purposes stated herein.

WITNESSETH:

WHEREAS, Occupant and Owner are currently negotiating an Office Lease (the "Lease") for certain space containing approximately 24,785 square feet on the 1st and 2nd floors of the building located at 41 Perimeter Center East, Atlanta, Georgia 30346 (the "Permanent Space"); and

WHEREAS, until the Permanent Space is ready for occupancy, Owner has agreed to permit Occupant to temporarily occupy Suite 910, being approximately 1,299 rentable square feet as shown on Exhibit A attached hereto (the "Temporary Space"), in the building owned by Owner known as the "South Terraces" located at 115 Perimeter Center Place, Atlanta, Georgia 30346 (the "Building"), all on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Occupancy.* Owner hereby permits and Occupant hereby agrees to occupy and operate its business in the Temporary Space commencing February 1, 2009 through and including the date that is the earlier of (i) Tenant's occupancy of the Permanent Space or (ii) June 30, 2009. Notwithstanding the foregoing, in the event the Lease has not been executed by both parties on or before February 1, 2009, each party using good faith efforts, then Owner shall be entitled to terminate this Agreement with written notice to Occupant. Occupant hereby accepts the Temporary Space in its "as-is" condition and acknowledges that Owner shall make no improvements, alterations or modifications to the Temporary Space in connection with this Agreement, and Owner shall have no obligation to provide any improvement allowance, occupancy charge abatement, credit, set-off, or other concession to Occupant. Occupant acknowledges that it shall make no improvements, alterations or modifications to the Temporary Space during its occupancy thereof and any such actions shall constitute a default hereunder.

2. *Occupancy Charges.* Intentionally Omitted.

3. *Security.* Intentionally Omitted.

4. *Use.* The Temporary Space will be used for general office purposes, and for no other purpose. Occupant will not (i) interfere with another occupant or tenant, (ii) allow any other person to use the Temporary Space or (iii) deface, damage or alter the Temporary Space or the Building. Owner makes no representation that the Temporary Space is suitable for Occupant's use thereof.

5. *Expiration of Occupancy Agreement; Holding Over.* On the day this occupancy ends, Occupant will deliver possession of the Temporary Space broom clean and in the same condition as it was on the date of this Agreement, reasonable wear and tear excepted. If Occupant does not leave the Temporary Space broom clean and in the condition it was as of the date of this Agreement, reasonable wear and tear excepted, Owner shall be entitled to clean same and charge

Occupant for all costs incurred by Owner thereby. Occupant's failure to immediately reimburse Owner for such costs shall constitute a default hereunder and Owner shall have all rights and remedies available to it hereunder, at law and in equity. Occupant will also be responsible for and shall pay for any damage it causes to the Temporary Space. If Occupant fails to vacate the Temporary Space upon expiration or termination of this Agreement, Owner shall be entitled to enter the Temporary Space and remove Occupant's property therefrom without any liability to Occupant for trespass, conversion, or damage thereto. No holding over by Occupant shall be deemed to be a renewal or extension of this Agreement nor shall it be construed as permission by Owner to hold over. Occupant shall indemnify Owner (a) against all claims for damages by any tenant or other occupant to whom Owner may have leased all or any part of the Temporary Space effective upon the termination or expiration of this Agreement, and (b) for all other losses, costs and expenses incurred by reason of such holding over.

6. *Insurance; Waiver of Subrogation.*

(a) Owner will not maintain any insurance on the contents of the Temporary Space. Owner shall maintain, or cause to be maintained, standard fire and extended coverage insurance on the Building (excluding Occupant's property) in amounts considered by Owner to be reasonable and customary. The insurance required to be obtained by Owner may be obtained by Owner through blanket or master policies insuring other entities or properties owned or controlled by Owner. Occupant shall maintain insurance policies, with responsible companies licensed to do business in the State of Georgia, naming Owner and Occupant, as their respective interests may appear, at its own cost and expense including (i) "all risk" property insurance which shall be primary on Occupant's property, including its goods, equipment and inventory, in an amount adequate to cover their replacement cost; and (ii) commercial general liability insurance on an occurrence basis with limits of liability in an amount of not less than \$1,000,000.00, combined single limit for each occurrence. If Occupant's property is lost or damaged by casualty, Occupant will make a claim only against Occupant's insurer. Any insurance carried by Owner or by Occupant is for the sole benefit of the party carrying such insurance.

(b) Each party waives its right to make any claims against the other for loss or damage in the event of casualty and will cause its respective insurance policies to be endorsed so as to waive such right of their respective insurers.

7. *Utilities; Access by Owner and Occupant.*

(a) Owner shall supply water, heating, ventilating and air conditioning, electricity, cleaning, rubbish removal, and any other utilities for the Temporary Space during normal business hours. However, should Occupant require any after-hours HVAC, Occupant shall pay for such after-hours charges. Owner shall provide Occupant with an invoice for the amount of such additional charges and Occupant shall pay same within ten (10) days of its receipt thereof.

(b) Stoppage of any of the above-mentioned services will not create any liability or obligation of Owner to Occupant.

(c) Owner will give Occupant reasonable prior notice before entering the Temporary Space except in an emergency. No such entry will create any liability or obligation of Owner to Occupant.

8. *Compliance with Laws; Hazardous Materials.* Occupant will keep the Temporary Space in compliance with all laws, regulations, ordinances and statutes relating to Occupant's use of the Temporary Space. Furthermore, Occupant agrees it will not permit Hazardous Materials, as defined below, to be present on or about the Temporary Space except in a manner and quantity necessary for the ordinary performance of Occupant's business and that it will comply with all Environmental Laws, as defined below, relating to the use, storage or disposal of any such Hazardous Materials. As used in this Agreement, the term "**Hazardous Materials**" shall mean and include any substance that is or contains petroleum, asbestos, polychlorinated biphenyls, lead, or any other substance, material or waste which is now or is hereafter classified or considered to be hazardous or toxic under any federal, state or local law, rule, regulation or ordinance relating to pollution or the protection or regulation of human health, natural resources or the environment (collectively, "**Environmental Laws**") or poses or threatens to pose a hazard to the health or safety of persons on the Temporary Space or any adjacent property. If Occupant's use of Hazardous Materials on or about the Temporary Space results in a release, discharge or disposal of Hazardous Materials on, in, at, under, or emanating from, the Temporary Space or the property in which the Temporary Space is located, Occupant agrees to investigate, clean up, remove or remediate such Hazardous Materials in full compliance with (a) the requirements of (i) all Environmental Laws and (ii) any governmental agency or authority responsible for the enforcement of any Environmental Laws; and (b) any additional requirements of Owner that are reasonably necessary to protect the value of the Temporary Space or the property in which the Temporary Space is located. Owner shall also have the right, but not the obligation, to take whatever action with respect to any such Hazardous Materials that it deems reasonably necessary to protect the value of the Temporary Space or the property in which the Temporary Space is located. All costs and expenses paid or incurred by Owner in the exercise of such right shall be payable by Occupant upon demand. Occupant agrees to indemnify and hold harmless Owner from and against any and all claims, losses (including, without limitation, loss in value of the Temporary Space or the property in which the Temporary Space is located), liabilities and expenses (including reasonable attorney's fees) sustained by Owner attributable to (i) any Hazardous Materials placed on or about the Temporary Space by Occupant or its agents, employees, contractors or invitees or (ii) Occupant's breach of any provision of this Section. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

9. *Default; Remedies.* If Occupant fails to make any payment of any charges when due hereunder, or if Occupant breaches any term, condition, or obligation hereunder, any of such events shall be considered an event of default hereunder and Owner shall be entitled to terminate this Agreement with ten (10) days prior written notice to Occupant and exercise all other rights and remedies available to it hereunder and at law and/or equity, Owner hereby expressly reserving same, and Owner shall be entitled to recover as damages all sums, which are recoverable under applicable law, or by statute, or regulation. Upon termination of this Agreement, Owner shall at once have all the rights of reentry upon the Temporary Space, without becoming liable for damages, or guilty of trespass, except as provided by law. In the event Occupant hereto defaults in the faithful performance or observance of any of the terms, covenants, provisions, agreements or conditions contained in this Agreement, Occupant shall be liable for and shall pay to Owner all expenses incurred by Owner in enforcing any of its remedies for any such default, and if Owner places the enforcement of all or any part of this Agreement in the hands of an attorney, Occupant agrees to pay Owner's reasonable attorneys' fees in connection therewith.

10. *Rules and Regulations.* Occupant will comply with the Rules and Regulations made by Owner as may be amended from time to time.

11. *Relationship of Owner and Occupant; Owner's Liability.* The relationship of the parties created by this Agreement is that of Owner and Occupant, not that of landlord and tenant, and no rights of Occupant are created hereunder other than as specifically set forth herein, which rights are not subject to levy or sale. No estate shall pass out of Owner. Owner and its agents and employees will not be liable to Occupant or any other person for any loss, damage, injury or death resulting from any crime, the acts or omissions of any person or from other cause. **NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL OWNER'S LIABILITY OR THAT OF ITS DIRECTORS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS (COLLECTIVELY, "OWNER PARTIES") FOR FAILURE TO PERFORM ANY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR FOR ANY BREACH OF THE TERMS OR CONDITIONS OF THIS AGREEMENT (WHETHER WRITTEN OR IMPLIED) EXCEED OWNER'S EQUITY INTEREST IN THE BUILDING. ANY JUDGMENTS RENDERED AGAINST OWNER SHALL BE SATISFIED SOLELY OUT OF PROCEEDS OF SALE OF OWNER'S INTEREST IN THE BUILDING. NO PERSONAL JUDGMENT SHALL LIE AGAINST OWNER OR ANY OF THE OWNER PARTIES UPON EXTINGUISHMENT OF OWNER'S RIGHTS IN THE BUILDING AND ANY JUDGMENTS SO RENDERED SHALL NOT GIVE RISE TO ANY RIGHT OF EXECUTION OR LEVY AGAINST OWNER'S OR ANY OF THE OWNER PARTIES' ASSETS. THE PROVISIONS HEREOF SHALL INURE TO OWNER'S SUCCESSORS AND ASSIGNS INCLUDING ANY LENDER. THE FOREGOING PROVISIONS ARE NOT INTENDED TO RELIEVE OWNER FROM THE PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, BUT ONLY TO LIMIT THE PERSONAL LIABILITY OF OWNER IN CASE OF RECOVERY OF A JUDGMENT AGAINST OWNER; NOR SHALL THE FOREGOING BE DEEMED TO LIMIT OCCUPANT'S RIGHTS TO OBTAIN INJUNCTIVE RELIEF OR SPECIFIC PERFORMANCE OR OTHER REMEDY WHICH MAY BE ACCORDED OCCUPANT BY LAW OR UNDER THIS AGREEMENT.**

12. *Assignment.* Occupant shall not assign its rights hereunder nor permit the occupancy by any other party of any portion of the Temporary Space during the term hereof. Any such attempted assignment or other transfer shall be null and void and unenforceable as against Owner.

13. *Casualty; Condemnation.* In the event of any casualty or other damage to the Building or the Temporary Space or of any taking, condemnation or eminent domain action against the Building or the Temporary Space, each party shall have the right to terminate this Agreement with written notice to the other. Occupant must vacate the Temporary Space within ten (10) days of giving or receiving such notice. Occupant shall not make any claim against any condemning authority for any loss sustained as the result of a taking, condemnation or eminent domain action, which claim would diminish the damages recoverable by Owner as a result thereof.

14. *Occupant's Indemnity.* Occupant will indemnify Owner and its agents and employees against any claim, action, proceeding, liability, loss, damage, and expense, including attorney's fees, arising from any act or omission of Occupant or Occupant's agents, employees, contractors, or invitees during the term hereof.

15. *No Oral Agreement.* This Agreement states the entire occupancy agreement between the parties and there are no other representations, promises or agreements between them. No agreement or waiver will be effective unless in writing, signed by both parties.

16. *No Waiver.* The failure of Owner to take action against Occupant for its failure to comply with the terms of this Agreement or the Rules and Regulations will not prevent Owner from taking action for subsequent non-compliance. The receipt of occupancy charges with knowledge of non-compliance is not a waiver of non-compliance.

17. *Notices.* Any notice given under this Agreement must be in writing and will be sufficient if mailed by certified mail, return receipt requested, or hand-delivered, or sent by reputable overnight courier to the following addresses:

Owner: RB Terraces, LLC
c/o Rubenstein Partners
2929 Arch Street, 28th Floor
Philadelphia, PA 19104-2868
Attn: David B. Rubenstein
R. Bruce Balderson, Jr., Esq.

Occupant: City of Dunwoody
400 Northridge Road, Suite 1250
Atlanta, Georgia 30350
Attention: _____

18. *Waiver of Trial by Jury; No Counterclaims.* Occupant waives trial by jury in any action, proceeding or counterclaim brought by Owner and agrees not to interpose any counterclaim or offset of any kind whatsoever, in any summary proceeding.

19. *Binding Effect of Agreement.* This Agreement will bind and benefit the parties and their respective heirs, executors, administrators, successors and assigns. However, this Agreement will not bind Owner after it transfers its interest in the Building.

20. *Right to Move.* Owner has the right to move Occupant to comparable space at Owner's expense at any time during the term of this Agreement. Comparable is understood to mean an approximately equal amount of space in terms of square footage in the Temporary Space.

21. *Governing Law.* This Agreement shall be construed under and governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the day and year first above written.

OWNER:

RB TERRACES, LLC, a Delaware limited liability company

By: _____
Eric G. Schiela
Managing Principal

OCCUPANT:

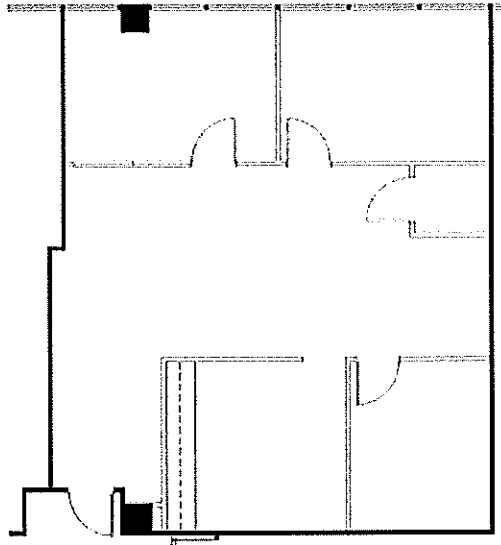
THE CITY OF DUNWOODY

By: _____
Name: _____
Title: _____

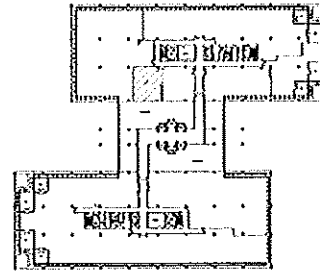
EXHIBIT A

TEMPORARY SPACE

SOUTH TERRACES



SUITE 910 • RSF 1,299



LOCATION PLAN

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License") is made and entered into this ____ day of January, 2009, by and between **RB Terraces, LLC**, a Delaware limited liability company (hereinafter referred to as "Licensor"), and **The City of Dunwoody** (hereinafter referred to as "Licensee").

WITNESSETH THAT:

WHEREAS, Licensor owns that certain office building presently known as "South Terraces" located at 115 Perimeter Center Place, Atlanta, Georgia 30346, Atlanta, Georgia (hereinafter referred to as the "Building");

WHEREAS, Licensee desires to obtain a revocable license from Licensor to use the conference facilities in the Building, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor hereby grants to Licensee the right and license to occupy and use the conference facilities in the Building on the following terms and conditions:

1. License Space and Term. Licensee shall have the right and license to occupy and use that certain space known as the "Conference Center" in the Building, as more particularly shown on **Exhibit A** attached hereto and by this reference made a part hereof (the "License Space"), for a period of four (4) months commencing on February 1, 2009 through and including May 31, 2009 (the "Term"). Licensee shall have the right to extend the Term of this License on a month-to-month basis until such time as its permanent leased space at 41 Perimeter Center East is ready for occupancy. All rights of Licensee to the License Space shall terminate upon any such termination of this License. Licensee's right of occupancy shall be subject to availability and must be reserved in advance with Building management.

2. Usage Fee. Licensee shall pay to Licensor an hourly fee for its use of the License Space. The hourly fees are currently \$120.00 for the initial hour and \$60.00 for each subsequent hour. Licensee shall be billed a minimum of \$120.00 for each use of the License Space and partial hours shall not be prorated.

3. Use. The License Space shall not be used for any purpose other than for municipal court proceedings, police procedures training, city council meetings and other ancillary uses directly related to Licensee's official government business. Licensee agrees that in view of the irreparable harm which may be created by Licensee breaching the terms of this Paragraph 3, Licensor may enforce this provision by injunction issued *ex parte*. Licensee shall not do or suffer anything to be done on the License Space which may result in increasing the rate of Licensor's insurance on the Building. In the event Licensee's use of the Licensed Space attracts public demonstrations or protests or adversely affects the Building or Licensor's tenants and visitors in any way, Licensor shall have the right to terminate this License upon written notice to Licensee. Licensee shall ensure that while Licensee is using the License Space, its

visitors, guests and invitees are contained within the License Space and the common areas adjacent thereto and do not congregate in the Building lobby or on any tenant floors.

4. Condition. Licensee accepts the License Space in “AS IS” condition “WITH ALL FAULTS” and without any warranties or representations whatsoever, and shall not make any alterations, improvements, changes, modifications or installations on or about the License Space. Licensors shall not be obligated to make any improvements to the License Space.

5. Licensee shall:

a. Occupy the License Space in accordance with such rules and regulations as Licensors may promulgate from time to time concerning the use of same and maintain the License Space in good condition and repair;

b. Comply with all laws, statutes, rules and regulations of any applicable governmental authorities and shall obtain, at its own cost and expense, all municipal and governmental approvals, licenses, permits and certificates necessary to comply with all laws, statutes, rules and regulations;

c. Pay the cost of all utility services furnished to or consumed by Licensee that is above standard building consumption or outside of the normal business hours of Monday – Friday 8:00 a.m. to 6:00 p.m. and Saturday 9:00 a.m. to 1:00 p.m.;

d. Pay the cost of all janitorial services required for Licensee’s Use of the Licensed Space;

e. Pay the cost of security, if provided by the Licensors;

f. Keep and maintain the interior of the License Space and the surrounding area, including anything stored therein, neat and clean, and free of debris and trash;

g. Provide and keep in force during the Term of this License for the benefit of Licensors and any other persons or entities designated by Licensors, commercial general liability insurance with insurance companies and in forms satisfactory to Licensors with a minimum combined single limit of One Million and No/100 Dollars (\$1,000,000.00) on account of bodily injury to or death of persons or damage to property. Licensee shall deliver certificates of such insurance to Licensors before occupying the License Space. All such policies shall name Licensors as an additional insured and shall include a provision that Licensors shall receive at least thirty (30) days notice prior to material change or cancellation thereof. Licensors, its agents, contractors and employees, shall not be liable, and Licensee hereby waives all claims and damages against said parties, for any injury to or death of persons located on the License Space and for the loss of or damage to any property of Licensee or of others located on the License Space from any cause whatsoever. Licensee shall indemnify and hold harmless Licensors, its parent and affiliate corporations and its and their partners, directors, officers, agents and employees, from and against (a) any and all claims (i) arising from the conduct or management of the License Space or of any business therein, or any work or thing whatsoever done, or any

condition created (other than by Licensor) in or about the License Space during the term of this License or during the period of time, if any, prior to the Term of this License, that Licensee may have been given access to the License Space, or (ii) arising from any act or omission of Licensee or its partners, directors, officers, agents, employees, visitors, guests or contractors, and (b) all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorneys' fees and expenses.

6. Indemnification. Licensee agrees to indemnify and hold harmless Licensor from any claim, action, proceeding, suit, damage, or any cost and/or expense incurred by Licensor, including, without any limitation, amounts paid pursuant to judgments or settlements and/or as counsel fees in consequences of any claim, action, proceeding or suit against Licensor including, without any limitation, any claim against any employee, officer or director of Licensor, whether filed before or after final payment hereunder, based upon or arising out of the use by Licensee of the License Space hereunder. Licensee assumes all risk and liability for damage or loss arising out of the use of the License Space by Licensee and Licensee hereby releases Licensor from any damage or loss suffered by Licensee.

7. Default.

a. Events of Default; Remedies. Any breach or failure on the part of Licensee to fulfill any part of this License, (a) with respect to monetary defaults when due, or (b) with respect to non-monetary defaults, within ten (10) days after written notice of such breach or failure; shall in either case be an event of default ("Event of Default") hereunder and shall give Licensor the privilege of immediately terminating this License without any further prior notice to Licensee. In addition, any failure (after the expiration of any applicable notice and/or cure period) of Licensee to comply with any term or provision of this License or of any other agreement between Licensor and Licensee, shall give Licensor the option, with or without notice or demand of any kind to Licensee or any other person, to may terminate this License and the Term created hereby.

b. Continuing Liability. In the event Licensor terminates this License as a result of a default by Licensee in its obligations hereunder, Licensee shall remain liable to Licensor for damages sustained by Licensor as a result of a breach by Licensee of its obligations under this License, including, but not limited to, any non-payment of fees or costs incurred by Licensor, together with all attorneys' fees and other expenses incurred by Licensor in enforcing any of the obligations under this License, this covenant to survive revocation or termination of this License.

c. Expenses of Enforcement. Licensee shall pay upon demand all Licensor's cost, charges and expenses including the fees and out-of-pocket expenses of counsel and others retained by Licensor incurred in enforcing Licensee's obligations hereunder or incurred by the Licensor in any litigation or negotiation in which the Licensee causes the Licensor, without the Licensor's fault, to become involved or concerned

8. Assignment. Licensee shall not, without Licensor's prior written consent in Licensor's discretion, (i) assign, convey, mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this License or any interest thereunder;

(ii) allow any transfer thereof or any lien upon Licensee's interest by operation of law; (iii) sublease the License Space or any part thereof; or (iv) permit the use or occupancy of the License Space or any portion thereof by any party other than Licensee; and any attempt to consummate any of the foregoing without Licensors consent shall be void.

9. Notices. All notices, unless oral notice is specified, required or permitted to be given with respect to this License in order to be effective shall be in writing and shall be sent to the address of the intended party at its address specified below. Notices shall be sent either by local or overnight courier service, or by the United States Postal System, certified or registered mail, return receipt requested, with postage and charges prepaid. Notices by courier service shall be deemed effective on date of delivery to the specified address. Notices by the United States Postal System shall be deemed effective on the third (3rd) business day subsequent to date of postmark or on the date of actual receipt by the addressee, whichever shall be the earlier. In the event of a change of address by either party, such party shall give written notice thereof in accordance with the foregoing.

Licensors: RB Terraces, LLC
c/o Rubenstein Partners
2929 Arch Street, 28th Floor
Philadelphia, PA 19104-2868
Attn: David B. Rubenstein
R. Bruce Balderson, Jr., Esq.

Licensee: City of Dunwoody
400 Northridge Road, Suite1250
Atlanta, Georgia 30350
Attention: _____

10. Binding Effect. Each of the provisions of this License shall extend to and shall, as the case may require, bind or inure to the benefit not only of Licensors and of Licensee, but also of their respective successors or assigns, provided this clause shall not permit any assignment by Licensee pursuant to the provisions of Paragraph 8 hereof.

11. Entire Agreement. This License embodies the entire understanding of the parties hereto relating to the subject matter hereof and there are no further or other agreements or understandings, written or oral, in effect between the parties or relating to the subject matter hereof. This instrument may be amended or modified only by an instrument in writing signed by the parties hereto and shall be construed under the laws of the State of Georgia.

12. Bailment. Nothing contained in this License shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or bailor and bailee.

13. LIMITATION OF LICENSORS LIABILITY. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY LICENSEE THAT NONE OF LICENSORS COVENANTS, UNDERTAKINGS, OR AGREEMENTS ARE MADE OR INTENDED AS

PERSONAL COVENANTS, UNDERTAKINGS OR AGREEMENTS BY LICENSOR, AND ANY LIABILITY FOR DAMAGE OR BREACH OR NONPERFORMANCE BY LICENSOR SHALL BE COLLECTIBLE ONLY OUT OF LICENSOR'S INTEREST IN THE BUILDING, AND NO PERSONAL LIABILITY IS ASSUMED BY, NOR AT ANY TIME MAY BE ASSERTED AGAINST, LICENSOR OR ANY OF ITS OFFICERS, AGENTS, EMPLOYEES, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, ALL SUCH LIABILITY, IF ANY, BEING EXPRESSLY WAIVED AND RELEASED BY LICENSEE. LICENSEE ACKNOWLEDGES THAT LICENSOR HAS THE RIGHT TO TRANSFER ITS INTEREST IN THE LAND AND BUILDING IN THIS LICENSE, AND LICENSEE AGREES THAT IN THE EVENT OF ANY SUCH TRANSFER, LICENSOR SHALL AUTOMATICALLY BE RELEASED FROM ALL LIABILITY UNDER THIS LICENSE AND LICENSEE AGREES TO LOOK SOLELY TO SUCH TRANSFEREE FOR THE PERFORMANCE OF LICENSOR'S OBLIGATIONS HEREUNDER.

14. Subordination. This License is and shall be subject and subordinate to all ground or underlying leases of the entire Building and to all mortgages, deeds of trust and similar security documents which may now or hereafter encumber the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination, Licensee shall execute, within ten (10) days after request, any certificate that Licensor may reasonably require acknowledging such subordination.

15. No Waiver of Covenants or Conditions. The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant or condition or option in any other instance.

16. Waiver of Trial by Jury. It is mutually agreed by and between Licensor and Licensee that the respective parties hereto shall and they hereby do waive trial by jury in any action or proceeding brought by either of the parties hereto against the other in any matters whatsoever arising out of or in any way connected with this License, the relationship of Licensor and Licensee, Licensee's use or occupancy of the License Space, and/or any claim of injury or damage, and any emergency statutory or any other statutory remedy. Should Licensor seek recourse to equity to enforce any of its rights under this License, Licensee agrees to waive any defense which it might otherwise have that Licensor has any adequate remedy at law. Licensee further agrees that it shall not interpose any counterclaim or setoff in a summary proceeding or in any action based, in whole or in part, on nonpayment of fees or charges hereunder.

17. Paragraph Headings. The paragraph headings in this License are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this License or any of its provisions.

18. Brokers. Licensee represents that, except for Colliers Spectrum Cauble & Co., it has neither consulted with nor retained a broker in connection with the negotiation of this License. Licensee agrees to indemnify and hold Licensor harmless from all loss, cost and

damage suffered or incurred by Licensor as the result of any breach by Licensee of the representation and warranty contained in this Paragraph 18.

19. Counterparts. This License may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed complete in itself and may be introduced into evidence or used for any purpose without the production of the other counterpart.

20. Patriot Act. Licensee, which for this purpose includes its partners, members, principal stockholders and any other constituent entities (i) has not been designated as a “specifically designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other replacement official publication of such list; (ii) is currently in compliance with and will at all times during the Term of this License (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (iii) has not used and will not use funds from illegal activities for any payment made under the License.

IN WITNESS WHEREOF, the terms of this License have been duly executed and sealed by Licensee as of the day and year first above written.

LICENSOR:

RB TERRACES, LLC, a Delaware limited liability company

By: _____
Eric G. Schiela
Managing Principal

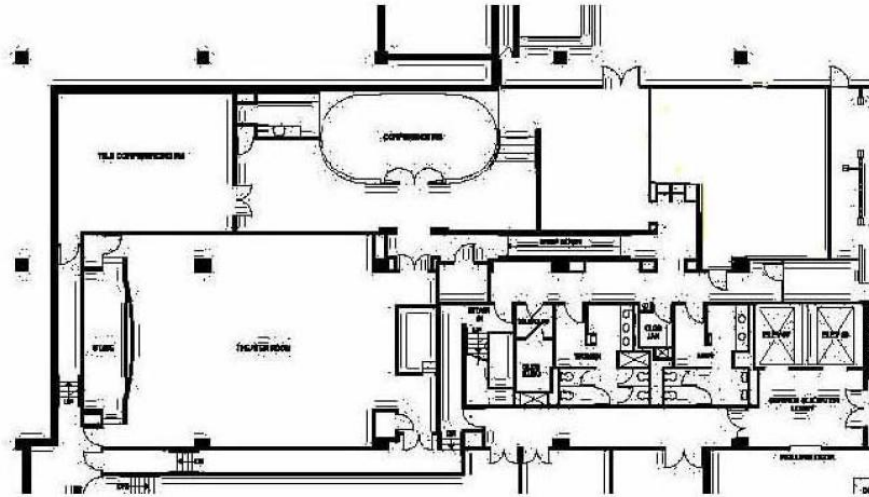
LICENSEE:

THE CITY OF DUNWOODY

By: _____
Name: _____
Title: _____

EXHIBIT A
LICENSE SPACE

SOUTH TERRACES



Conference Center

AN ORDINANCE TO ADOPT AND APPROVE CHAPTER 20, ASSEMBLAGES IN PUBLIC PLACES, AND PROVIDING FOR INCLUSION AND IDENTIFICATION IN THE CODE OF ORDINANCES FOR THE CITY OF DUNWOODY, GEORGIA TO BE REFERENCED IN THE FUTURE AS CHAPTER 20 (ASSEMBLAGES IN PUBLIC PLACES) AS ATTACHED HERETO AND INCORPORATED HEREIN

WHEREAS: The Ordinance relating to Chapter 20, Assemblages in Public Places, is hereby adopted and approved; and is attached hereto as if fully set forth herein; and,

WHEREAS: This Ordinance shall be designated as Chapter 20 of the Code of Ordinances of the City of Dunwoody, Georgia; and

WHEREAS: This Ordinance shall become effective upon its adoption.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF DUNWOODY HEREBY ORDAINS that Chapter 20, Assemblages in Public Places, is hereby adopted and approved as part of the Code of Ordinances for the City of Dunwoody, Georgia. Any ordinances in conflict with this Ordinance are hereby repealed.

SO ORDAINED AND EFFECTIVE this the ____ day of _____, 2009.

Approved:

Ken Wright, Mayor

Attest:

Sharon Lowery, City Clerk
(Seal)

Approved as to Form and Content:

Brian Anderson, City Attorney

Chapter 20: Assemblages in Public Places

Article 1: Generally

Section 1: Definitions

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City manager means the City Manager of the City of Dunwoody, Georgia. The City Manager may delegate his authority or be assisted by other employees as required.

Event means any march, meeting, demonstration, picket line, procession, motorcade, rally, or gathering for a common purpose, consisting of persons, animals, or vehicles or a combination thereof upon or in the streets, parks, or other public grounds within the City that interferes with or has a tendency to interfere with the normal flow or regulation of pedestrian or vehicular traffic or that endangers or has the possibility of endangering the public's health, safety, or welfare.

Organization or group of private persons means a group of three or more persons, or their representatives, acting as a unit.

Private purpose means any purpose not commanded or directed by law, statute, ordinance, or regulation to be performed.

Section 2: Violations and penalties

Any person who violates, or fails to comply with, any provision of this article may be punished as provided in Chapter 1 of the Dunwoody Code of Ordinances.

Section 3: Exceptions

This Chapter shall specifically not apply to funeral processions; neighborhood parades, provided activities remain solely within the boundaries of such neighborhood; sporting events; school students going to or from classes or participating in properly supervised and sponsored activities; governmental entities acting within the scope of their functions; and other activities as provided for by law or regulation.

Section 4: Duties of City Manager

The City Manager shall have the following duties:

- (1) To prepare and provide the necessary forms for the application of a permit and for the submission of any required information needed to review an application, administer, and enforce this Chapter.

- (2) To review an application submitted for completeness and to collect a permit licensing fee in the amount to be determined by Resolution of the City Council which is equal to the administrative costs of processing the application plus the costs for the use of city services or property, unless the activity is conducted for the sole purpose of public issue speech protected under the First Amendment for which no costs are assessed for city services and property.
- (3) To designate or coordinate sites and set time schedules; to coordinate with county authorities; and, where appropriate, to receive the approval of the State of Georgia Department of Transportation, the county sheriff, or other necessary public officials.
- (4) To issue a permit within ten (10) days of receipt of an acceptable and complete application.
- (5) To deny a permit within ten (10) days of receipt of an application if the application is not complete or if any of the circumstances described in Section 3 of Article 2 of this Chapter are found to be existing.

Article 2: Permits

Section 1: Required

Every person, organization, or group of private persons wishing to use public property or public roads in the City for an event is required to obtain a permit from the City for the privilege of engaging in the event within the City, unless such permit is prohibited under State law or the event is otherwise protected from this requirement by Federal or State law.

Section 2: Application

Every person, organization, or group of private persons required to procure a permit under the provisions of this Article shall submit an application for the permit to the City Manager, which application shall conform to the requirements of this Chapter in addition to the following:

- (1) Unless otherwise provided herein, each application is a written statement upon forms provided by the City and submitted to the City Manager within a reasonable time prior to the planned event for security purposes, verifications, and arrangements. A reasonable time shall in this instance be construed to mean a time of at least fifteen (15) days but no more than sixty (60) days prior to the planned event. The City Manager shall act upon the application within ten (10) days of the receipt of a completed application. A person may make an emergency application to the mayor's office if an unforeseen circumstance arises requiring a response within less than ten (10) days. The City Manager shall have discretion to determine if an emergency exists and, subject to this Article, grant or deny such permit.

- (2) Each application shall set forth the following information:
 - (i) The name, address, and telephone number of the person, if the applicant is an individual, or the name, address, and telephone number of an applicant corporation, partnership, organization, or group;
 - (ii) Date, time, and location where the proposed event is to take place, including proposed routes of travel on public streets to be used for the event;
 - (iii) Description of activity involved with the event;
 - (iv) An approximate number of persons, animals, and vehicles which will be involved with the event;
 - (v) Names, home addresses, and telephone numbers of individuals involved with the applicant, if not an individual, who have oversight responsibility for the organization and conduct of the event on behalf of applicant;
 - (vi) A description of any recording equipment, sound amplification equipment, signs, or other attention getting devices proposed to be used during the event;
 - (vii) Plans for disposal of trash and clean up of the event area; first aid provisions; vehicle and trailer storage provisions; and toilet facilities available to event participants; and
 - (viii) Any additional information which the City Manager may find reasonably necessary to the fair administration of this Chapter which may include a complete record of all arrests and convictions against the applicant and every partner, officer or director of the applicant for violations of any and all laws and ordinances of the City, County, State, or Federal government, other than minor traffic violations.
- (3) The application is signed and sworn to by the applicant if an individual, or by a partner, if a partnership, or by an officer, if a corporation.
- (4) All information furnished or secured under the authority of this Chapter is kept and maintained by the City and is utilized only by the officials of the City responsible for administering these provisions.
- (5) Any false statement in an application for a permit may be grounds for revocation or denial of the permit application.

Section 3: Procedure for application review

- (a) Upon receipt of a complete application for a permit, the City Manager shall have it reviewed by the City Departments, the services of which may be impacted by the event.
- (b) Upon receiving reports from the City Departments, the City Manager shall consider the impact of the event as whether it will unreasonably disrupt and obstruct the necessary flow of pedestrian or vehicular traffic or endanger the public's health, safety, or welfare.
- (c) As part of the City Manager's review, conditions may be made for alternate routes and locations of the event to ameliorate issues of traffic flow and public safety, which conditions shall attach to the permit, if issued.
- (d) The City Manager shall also review an applicant's plans for:
 - (1) Trash clean up and disposal provisions;
 - (2) First aid provisions;
 - (3) Vehicle and trailer storage provisions; and
 - (4) Toilet facilities available to participants.

Should the City Manager determine an applicant's plans presented for these services to be inadequate, the application may be denied.

- (e) Upon completion of the review of the application, the City Manager shall issue a permit for the event, including its proposed routes of travel, if the City Manager finds the event can occur without unreasonably impacting upon the use of the public streets, public property, and resources of the City and without endangering the public's health, safety, and welfare.
- (f) Any person whose application under this Article is denied by the City Manager may appeal such denial within three (3) business days after the denial to the City Council, which shall consider such appeal at the next regularly scheduled meeting following the filing of the appeal.
- (g) The council, in considering the appeal, shall determine if good cause exists for denial of the permit and, after hearing and receiving all evidence, shall either uphold the decision of the City Manager or reverse the decision and grant a permit. In reversing, the City Council may attach any requirements deemed necessary to the permit, as conditions to its issuance for protection of the public health and safety.
- (h) The city hall grounds may not be used for holding a parade, assembly, demonstration, or other event on any weekday prior to 8:00 a.m. or after 5:00 p.m. or on any Sunday prior to 1:00 p.m. or after 5:00 p.m.

Article 3: Special Events

Section 1: Definitions

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Producer means any person responsible for planning, producing and conducting a special event.

Special event means any organized for-profit or nonprofit activity having as its purpose entertainment, recreation and/or education which (i) takes place on public property or (ii) takes place on private property, but requires special public services and which is permitted by the City under this Article. Gatherings or activities that take place on private property and that make no use of city streets, other than for lawful parking, are not subject to the provisions of this Article, but shall comply with all other requirements specified by ordinance as to the use of residential property. No special event shall be allowed to exceed six (6) days in any 30-day consecutive period of time.

By way of example, special events include, but are not limited to, fairs, tours, grand opening celebrations, races, parades, marches, rallies, assemblies, festivals, concerts, holiday celebrations, bicycle runs, and block parties. Private social gatherings which will make no use of city streets other than for lawful parking are not included. Garage sales, lawn sales, rummage sales, flea market sales, or any similar casual sale of tangible personal property are not included.

A *parade, march, or procession* subject to this Article is defined to be a group or number of people or vehicles, or the combination thereof, consisting of five or more vehicles and ten or more persons, or a combination of three or more vehicles and five or more persons, proceeding or moving in a body or in concert along the streets or sidewalks of the City. Specifically excepted from this definition are funeral processions.

Vendor means any person or persons or entity who engages in the sale to the public of any food or food products, goods, services, or merchandise of whatever nature from any location, either mobile or stationary, on a temporary itinerant basis on any public street, sidewalk, or right-of-way as an authorized participant of the special event.

Section 2: Penalties for violations

Violation of any of the sections of this Article or any part thereof shall be punished as provided in Chapter 1 of the Dunwoody Code of Ordinances.

Section 3: Permit conditions

- (a) It shall be unlawful for a special event to occur in the City without having first obtained a permit for such special event.

- (b) All permits issued pursuant to this Article shall be temporary and shall not vest in the holder any permanent property rights in a permit.
- (c) The location of a special event must comply with all existing zoning requirements of the City, and there must be sufficient lawful parking available. An application for a permit shall be subject to review of the Director of the Department of Community Development to determine compliance with zoning requirements. Administrative exceptions are subject to the approval of the City Manager.
- (d) Parades, marches, and processions shall follow such designated route or routes as may be on file with the City Manager and shall be preceded by a police vehicle.
- (e) Unless specifically provided otherwise, a special event is subject to and must comply with any and all other applicable ordinances of the City.

Section 4: Application

- (a) The producer of a special event shall make application for a permit for the special event on a form prescribed by the City.
- (b) An application for a special event permit shall be filed at least sixty (60) days prior to the date the special event is scheduled to take place; provided, however, no application shall be accepted earlier than one (1) year prior to the date of the special event.
- (c) Each application for a special event permit shall be accompanied by a nonrefundable application fee in such amount as may be set from time to time by Resolution of the City Council.
- (d) All producers of a special event shall be properly identified on the application; provided, however, a special event permit shall be issued only to an individual person. Therefore, if a group, organization, association, or other entity is producing the special event, a designated agent of the producer shall be named for purposes of the permit, and this individual shall be solely and fully responsible for compliance with all provisions, including all financial requirements of this Article and other applicable laws.
- (e) The application shall include the following information:
 - (1) Purpose of the special event;
 - (2) Name, address, e-mail address, and telephone number of the sponsoring entity or person in addition to the person named in subsection (d) of this section;
 - (3) Proposed date, location, and hours of operation, but in no event earlier than 8:00 a.m. nor later than 11:00 p.m. in residential zoned locations and in no event earlier than 8:00 a.m. nor later than 12:00 midnight in commercial zoned locations;

- (4) Schedule of proposed activities;
- (5) Projected attendance at the special event;
- (6) Plans for parking, restroom facilities, and sanitation concerns;
- (7) Plan for crowd and traffic control.

In addition, the City or any of its departments may require any other information deemed reasonably necessary to determine that the permit meets the requirements of this Article.

- (f) Two copies of a to-scale survey of the proposed location for the special event shall accompany the application and shall accurately depict the proposed location of the special event, all buildings, structures, parking, and curb cuts permanently located on the site. The survey shall further show the proposed temporary location of any and all buildings, structures, and parking to be associated with the proposed special event. Moreover, the entire location shall comply with the City's standards for setbacks.
- (g) Each City Department and/or agency whose services would be impacted by the special event shall review the application and recommend in writing any conditions or restrictions deemed necessary. Special conditions or restrictions recommended by the City Manager, or his designee, shall become a condition of the permit.
- (h) The following standards shall be considered in reviewing the application:
 - (1) A special event permit may be issued only after an adequate plan for crowd and traffic control, as well as security, and, when deemed necessary, employment of off-duty uniformed and P.O.S.T. certified police officers has been verified by the City and obtained by the producer.
 - (2) A special event permit may be issued only after an adequate plan for fire inspection/prevention and/or fire code enforcement and, when deemed necessary, employment of off-duty uniformed fire personnel has been verified by the City and obtained by the producer.
 - (3) A special event permit may be issued only after an adequate EMS plan and, when deemed necessary, employment of off-duty medics who are state-certified EMT or paramedics has been verified by the City and obtained by the producer.
 - (4) A special event permit may be issued only after adequate waste disposal facilities have been determined by the City and obtained by the producer. The producer shall be required to clean the right-of-way or public property of rubbish and debris, returning it to its pre-special event condition, within 24 hours of the conclusion of the special event. If the producer fails to clean up such refuse, cleanup shall be arranged by the City, and the costs incurred for this service shall be charged to the applicant.

- (5) A special event permit granted by the City may provide for the City to close designated streets and intersections to allow use of the public right of way for the special event during designated hours and days.
- (6) The sound level of any special event must comply with the City noise ordinance.
- (i) After all of the requested information pertaining to the special event has been submitted, reviewed, and approved, a permit may be issued upon payment of all applicable fees and costs. The special event permit, as well as any other permits required in conjunction with the special event, shall be posted on site during the special event.
- (j) Should a permit be denied, the producer shall be notified in writing of the denial.

Section 5: Permit fees

- (a) Each City Department and/or agency whose services would be impacted by the special event shall itemize the departmental activity required for the special event, showing the hourly rate and the actual and reasonable total cost. The "total costs to the City" shall be the sum of each department's costs. The City Manager shall determine and calculate a reasonable fee to reimburse the City for its services.
- (b) A cash bond may be determined to be appropriate by the City, and in this event the City shall advise the producer of the amount, and this bond shall be remitted to the City before the special event permit is issued.
- (c) The initial permit fee shall be paid in full prior to the issuance of the permit and in any event no later than 72 hours prior to the date of the event.
- (d) The fees required in this Article shall be in addition to any other fees which may be required by any other applicable ordinances or regulations.
- (e) No producer of any special event, except as may otherwise be provided herein, shall be exempt from the payment of the appropriate fees and charges required under this Article.
- (f) Should a producer desire to have use of any equipment owned by the City, such as barriers, traffic cones, and the like, an additional fee, as may be established from time to time by Resolution of the City Council, shall be paid so as to cover the reasonable cost for use of the equipment, as well as the delivery and return of the items by City employees.
- (g) Notwithstanding any provision to the contrary, the producer of any special event associated with and benefiting the cause of a charitable organization, recognized as such by the Internal Revenue Service under section 501(c)(3) of the Internal Revenue Code, shall be excused by the City Manager from the permit fee requirement, but may be required to post the bond described in subsection (b) of this section. Criterion to be considered in determining the appropriateness of requiring a bond shall include the

impact of the event on the cost of services to be provided by the City and on the general public health, welfare, or safety of the City.

Section 6: Liability

- (a) At the discretion of the City, prior to issuance of a permit, the producer shall provide to the City proof of comprehensive liability insurance naming the City as an additional insured. The insurance requirement is a minimum of \$300,000.00 personal injury per person, \$1,000,000.00 maximum, and \$100,000.00 property damage against all claims arising from permits issued pursuant to this Article.
- (b) The producer of any special event shall provide a written agreement in a form satisfactory to the City providing the producer shall defend, pay, and save harmless the City, its officers, employees, and agents from liability of all personal or property damages arising from any acts or omissions emanating from a special event and from any and all claims, attorney fees or lawsuits for personal injury or property damage arising from or in any way connected to the special event. The agreement shall be filed with, and made a part of, the application form.
- (c) The City, its officials, employees, or agents shall not incur any liability or responsibility for any injury or damage to any person in any way connected to the use for which the permit has been issued. The City, its officials, employees, or agents shall not be deemed to have assumed any liability or responsibility by reasons of inspections performed, the issuance of any permit, or the approval of any use of the right-of-way or other public property.

Section 7: Vendors of food and merchandise

- (a) The sale of food and/or merchandise by vendors shall be allowed as a component of a special event provided each vendor is authorized to participate in writing by the producer of the event and provided further each vendor shall be subject to all conditions and limitations as shall be imposed in writing by the producer and submitted as part of the application for a permit.
- (b) The producer of a special event shall have sole responsibility and control of all food and merchandise vendors as a component of a special event and to designate the location and activities of such vendors.
- (c) Authorized vendors of the producer, providing food and/or merchandise, shall not be required to obtain a separate vendor permit to operate during the special event.
- (d) Notwithstanding the provisions of subsection (c) of this section, food vendors authorized by the producer shall be required to comply with rules and regulations of the Dekalb County Health Department as to the preparation and service of food.

Section 8: Vendors of alcoholic beverages

The dispensing of alcoholic beverages, by sale or otherwise, shall be allowed as a component of a special event provided each vendor is authorized to participate by the producer and provided further each vendor dispensing alcoholic beverages shall have been duly licensed by the State and the City or another local governing authority and shall further have complied with all provisions of this Code relating to the sale of alcoholic beverages off-premises at an authorized function or event.

Section 9: Miscellaneous provisions regarding vendors

- (a) Each vendor authorized by the producer of the special event shall prominently display on his or her person a badge provided by the producer and identifying the vendor as an authorized participant in the special event which shall bear the signature of the producer or his designated agent.
- (b) It shall be unlawful for any vendor not authorized by the producer as provided herein to engage in any business within a distance of 100 yards of the special event from one hour before the start of the special event, and until one hour after the special event.
- (c) A special event permit granted by the City may provide for the City to close designated streets and intersections to allow use of the public right-of-way for the special event during designated hours and days. The producer shall bear all responsibility for having all vendors remove any structures and all trash and debris from the designated area by not later than the time stated under the permit for re-opening of all streets.

Section 10: Other permits

- (a) The purpose of this Article is to allow the City's departments and staffs to review an application for a special event permit outside the regular ordinance standards in order to determine how disruptive a special event may be to the ordinary use of parks, public streets, rights-of-way, or sidewalks and to make recommendations and allowances. Administrative guidelines issued by the Department of Community Development shall be followed by the City in allowing specified signage and advertising which may not be in compliance with existing zoning ordinances for banners and vendors. Upon approval by the City Manager, or his designee, recommendations and allowances made shall become conditions of the permit to be followed and carried out by the producer.
- (b) Notwithstanding subsection (a) of this section:
 - (1) The holder of a resident or nonresident license to sell and dispense alcoholic beverages shall obtain an off-premises license and event permit for pouring alcoholic beverages for an authorized function or event as provided in chapter 7 of this Code if he is authorized to participate by the producer; and
 - (2) A permit allowing fireworks shall be approved and permitted by the Chief of the City's Fire Department or his designee. Further, the person to be performing the

firework display shall be pyrotechnics licensed and qualified in the State of Georgia.

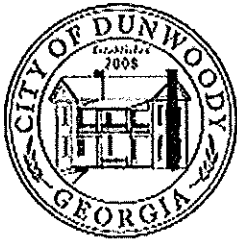
Section 11: Denial or revocation of a special event permit

- (a) Reasons for denial of a special event permit include, but are not limited to:
 - (1) The special event will unnecessarily disrupt traffic within the City beyond practical solution;
 - (2) The special event will interfere with access to fire stations and fire hydrants;
 - (3) The location of the special event will cause undue hardship to adjacent businesses or residents;
 - (4) The special event will cause unnecessary disruption of public services which would unreasonably impact the remainder of the City;
 - (5) The application contains incomplete or false information; and
 - (6) The producer fails to comply with any terms required by this Article.
- (b) Reasons for revocation of a special events permit include, but are not limited to:
 - (1) False or incomplete information on the application;
 - (2) Failure to comply with all terms and conditions of the permit;
 - (3) Failure to arrange for or adequately remit all fees, deposits, insurance or bonds to the City; and
 - (4) Existence of disaster, public calamity, riot or other emergency as the City determines, in its sole discretion, to be an impact upon the public health, safety and welfare.
- (c) Further, a special event permit may be denied, suspended, or revoked by the City, if the Chief of the Police Department, the Chief of the Fire Department, or their designees, determines that the health, welfare, or safety of the public may be endangered.

Section 12: Appeals

- (a) Any producer whose special event permit application has been denied or revoked may request in writing a review of this decision by the City Manager. This request must be in writing and received by the City Manager within five days of the permit denial or revocation.

- (b) The City Manager shall review the application and reasons for the denial or revocation of the special event permit and shall issue a decision, within five (5) days, whether to uphold or reverse the previous decision and grant or reinstate the permit with such additional conditions as the City Manager may deem justified by the evidence.
- (c) Should the producer be dissatisfied with the decision of the City Manager, an appeal may be filed with the City Council within five (5) days of the decision of the City Manager. The City Council shall set a hearing date within 30 days of receiving an appeal. At the hearing, evidence may be submitted by the producer addressing why the permit should have been granted or not revoked and by the City Manager addressing why the permit was denied or revoked. The City Council shall determine whether the denial or revocation of the permit is justified, or it may reverse the previous decision and grant or reinstate the permit with such additional conditions as deemed justified by the evidence.



CITY OF DUNWOODY

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MEMORANDUM

To: Honorable Mayor and City Council

From: Michael B. Lockett, Information Technology Manager

Date: February 06, 2009

Subject: Voice Over Internet Protocol (VOIP) telephony solution

The IT Department has completed a review of options to include a standard installed telephone system and expansion of the existing solution to 41 Perimeter East that could be feasible for implementation by the March 2009 deadline. Additionally, I've considered the needs of a 24 x 7 operation (both City Services and the Police Department) and choosing a system that would be beneficial to the development of a seamless network infrastructure and future growth.

The City has an opportunity to address all of networking infrastructure for voice, data, access controls, and wireless access which would ultimately reduce long-term total cost and operational expense for all current and future telephony/IT systems and components, upgrades and maintenance. The IT Department; therefore, proposes the use of a Voice Over Internet Protocol (VOIP)-telephone system.

Voice Over Internet Protocol (VOIP) telephony solution offers immediate benefits of reduced operating expenses and improved productivity over traditional telephone systems. Since this is a managed solution, the need for a traditional telephone vendor is eliminated. Additionally, implementing a VOIP solution will remove dependence on these vendors and reduce associated costs by nearly 33% annually. The return on investment for the upfront cost of is typically realized in first four years of operation and will significantly reduce the City's communications budget in the future.

The proposal provides options for both a one-time capital outlay and leasing over a one to five years time frame. The total one-time cost of system and implementation is \$228,148.70 with an annual maintenance contract of \$8,825.36.

Consider expanding the search for traditional telephony vendors that can implement core network switching (or a fully managed phone solution), offer long-term cost savings and addresses the initial capital outlay limitations.

It is recommended that the City of Dunwoody sign an agreement with Adcap Network Solutions to implement a Voice of Internet Telephony system to address all current and future needs for support and maintenance of a Voice Over IP telephone solution.

Consider expanding the search for traditional telephony vendors that can implement core network switching (or a fully managed phone solution), offer long-term cost savings and addresses the initial capital outlay limitations.

It is recommended that the City of Dunwoody sign an agreement with Adcap Network Solutions to implement a Voice of Internet Telephony system to address all current and future needs for support and maintenance of a Voice Over IP telephone solution.



**Advanced Network Professional Services
for
City of Dunwoody**

Adcap Network Systems, Inc.

February 2009

**Advanced Networking Services Agreement for City of
Dunwoody**

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ASA 5500 Firewall

2800 Voice Gateway

Call Mgr Publisher

Call Mgr Subscriber

Unity Messaging

Presence Server



Prepared by:
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Alpharetta, GA 30005

Contact:
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Phone: 678.456.6746
Email: ahaywood@adcapnet.com

1. Advanced Networking Support Services

Network convergence is a great benefit to any organization. As the IP data network grows in importance, so does the necessity of maintaining uptime on both the underlying network infrastructure and the applications that drive the communications systems.

Our Cisco trained and certified engineering staff has many years of experience with the installation and maintenance of secure unified communications systems, advanced network security, and the LAN and WAN that these systems run over.

The Adcap network support staff has extensive experience with the implementation and maintenance of advanced voice systems applications:

1. Unified communications.
2. Unified messaging.
3. Interactive voice response systems.
4. Automatic call distribution systems.
5. Voice recording.
6. Voice conferencing.
7. Video conferencing.
8. Video telephony.

The Adcap network support staff also has extensive experience with the implementation and maintenance of advanced network security systems:

1. Adaptive firewalls.
2. Firewall DMZ design and configuration.
3. Intrusion Prevention System configuration and tuning.
4. VPN setup – site to site, remote access, SSL.
5. Network Access Control for LAN, WAN, VPN, and wireless users.
6. Wireless Security.
7. Host PC and Server Security Agent installation and tuning.
8. Monitoring and alerting systems.

Adcap Network Systems has multiple reference customers in every industry, and has completed numerous successful voice and security installations and upgrades at sites from 10 to 3000 hosts.

2. Network Support Assumptions

Adcap Network Systems, Inc.

- Adcap will provide engineers that specialize in the appropriate products for this engagement. Adcap will provide Cisco Systems, Inc. certified engineers to install and configure the entire solution. These individuals will have the following skill sets at a MINIMUM. Adcap will provide equivalent substitutions to these individuals to allow for any extended absences, such as vacations or extended sick leaves, etc.
 - **Voice Systems Engineer**
 - 3 Years experience with Unified Communications Installations
 - Cisco Voice Products Deployment experience
 - Local and Wide Area Network experience
 - Windows Networking experience
 - Hardware Integration
 - Third party application support
 - Extensive knowledge of routing and switching
 - Experienced in network design and troubleshooting
 - CCNP, CCVP, MCSE2003 level certifications (one or more)
 - **Security Systems Engineer**
 - 3 Years experience with Network Security.
 - Cisco Security Products Deployment experience
 - Local and Wide Area Network experience
 - Windows Networking experience
 - Hardware Integration
 - Third party application support
 - Extensive knowledge of routing and switching
 - Experienced in network design and troubleshooting
 - CCNP, CCSP, MCSE2003 level certifications (one or more)
- Adcap will NOT be held responsible for any circumstances, delays and/or 3rd party vendor miss-configurations outside this Engagement.
- Services outside this scope of work can be purchased on an as needed basis.

City of Dunwoody

- City of Dunwoody will provide Adcap personnel with all required accounts, keys, security badges, desks and desk phones needed during the duration of deployment.
- City of Dunwoody will allow Adcap personnel access to facilities for the purposes of installation, training and testing.
- City of Dunwoody will allow Adcap personnel encrypted remote access to the voice network for the purpose of configuration and support.
- City of Dunwoody will provide a single point of contact that has knowledge of City of Dunwoody's voice and data network. This person will be available for communication and discussion during the course of the engagement.
- City of Dunwoody will provide a drawing and/or information regarding the existing voice and data network.

3. Ongoing Support

Adcap Network Systems, Inc. is committed to ensuring the ongoing success of our customers and their network deployments.

Adcap strongly recommends the purchase of annual support agreements from the product manufacturers. This support includes product upgrades, unlimited phone technical support for the technical support staff, and product replacement within either a 4 hour or next business day timeframe.

Adcap Network Systems, Inc. offers three levels of ongoing support.

- Level 1-Basic Support
 - Adcap does not maintain any documents regarding customer network.
 - Support is available from Adcap at an hourly rate when engineers have availability.
- Level 2-Silver Support
 - Adcap maintains an up-to-date database of customer information so that any of our support engineers are able to work on the network equipment.
 - Adcap Engineers are available with a Service Level Agreement at an hourly rate.
 - Adcap provides key component performance level monitoring and alerts with an advanced network monitoring system.
- Level 3-Gold Support
 - Includes Services of Level 2-Silver Support.
 - Remote helpdesk support for IT staff for Adcap supported equipment.

Adcap is able to offer these advanced network services through a combination of our advanced ticketing system as well as network monitoring applications that are hosted at our state of the art Network Operations Center.

4. Adcap Standard Terms and Conditions of Network Service.

Scope of Agreement

This Agreement is solely for the provision of services, software, equipment, and other goods purchased by City of Dunwoody Authority (the "Customer") from ADCAP Network Systems, Inc. ("ADCAP") relating to Customer's network. ADCAP MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY PRODUCT SUPPLIED BY ANY THIRD PARTY. Customer will pay ADCAP Network Systems, Inc's standard service rates for any increased service requirements as a result of Customer's modification or expansion of its network or error of omission in Customer-supplied information. ADCAP will support only the manufacturers identified in this Agreement.

Limitation of Liability

Customer agrees that regardless of the claim or the form in which any legal or equitable action may be brought by the Customer against ADCAP, ADCAP shall not be liable for any indirect, special, incidental, consequential or exemplary damages, including but not limited to loss of profits, promotional or manufacturing expenses, overhead, injury to reputation, loss of clients or any other matter. ADCAP shall not be liable for damage caused by any product or software unless such product or software is manufactured by ADCAP. ADCAP shall be liable only for damage caused as a direct result of the services set forth in the "Scope of Work" attached hereto. Customer's recovery from ADCAP for any claim shall not exceed the amounts paid by Customer to ADCAP under this Agreement during the one-year period preceding the date of the occurrence of the event giving rise to such liability. Notwithstanding the foregoing, as a condition precedent to asserting any claim arising out of this Agreement against ADCAP, Customer shall notify ADCAP of the circumstances surrounding the claim and permit ADCAP thirty (30) days to remedy same. Customer shall have the duty to mitigate its damages.

ADCAP agrees that regardless of the claim or the form in which any legal or equitable action may be brought by the ADCAP against Customer, Customer shall not be liable for any indirect, special, incidental, consequential or exemplary damages, including but not limited to loss of profits, promotional or manufacturing expenses, overhead, injury to reputation, loss of clients or any other matter.

Causes Beyond Control

ADCAP shall not be liable for any damages arising from a cause beyond the reasonable control of the ADCAP. Such causes shall include, but not be limited to, war, acts of terrorism, governmental regulations or restrictions, demands of the United States or any governmental subdivisions, restraining orders or decrees of any judge or court of competent jurisdiction, fires, strikes, floods, lockouts, labor disputes slowing down production, epidemics, accidents, delays in routing, shortages in fuel, raw materials, labor or transportation facilities, equipment failure, power outages, communications outages and actions or omissions by third-party vendors. Customer acknowledges that the ability of ADCAP to provide the services contemplated under this Agreement requires that Customer provide ADCAP with all required information, cooperation and access to Customer's network and that Customer is responsible for purchasing any additional software, hardware and/or equipment contemplated by this Agreement or otherwise

reasonably necessary or advisable to permit ADCAP to provide the services. ADCAP shall not be liable for any failure to provide the services if Customer fails to honor such obligations or if undertaken by ADCAP in reliance upon information provided by Customer.

Cooperation

Customer shall cooperate with ADCAP with regard to the performance of ADCAP's obligations hereunder, including (without limitation), providing to ADCAP such information, data, access to premises, remote access, management decisions, approvals, and acceptances as may be reasonable to permit ADCAP to provide the services hereunder. Customer understands that ADCAP's ability to perform the services is dependent upon Customer's participation and involvement in the project. As such, Customer agrees that in the event ADCAP requests that Customer take an action or provide information, approval, or access to Customer's premises, and Customer fails to communicate with ADCAP for a continuous thirty (30) day period, then ADCAP may, in ADCAP's sole and absolute discretion, consider the project complete and terminate this Agreement. In the event of such termination, Customer shall pay to ADCAP the entire unpaid balance of all amounts owed hereunder within ten (10) days.

Warranties Disclaimed

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ADCAP SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES HERETO AGREE THAT ADCAP HAS NOT MADE ANY EXPRESS WARRANTIES OF ANY KIND.

Infringements

Customer agrees to indemnify, protect, and hold harmless ADCAP against all suits, and from all damages, claims, demands, cost, and expenses, including legal fees, for actual or alleged infringements by Customer of any letters of patent, trademarks, service marks or trade secrets in connection with ADCAP provision of services under this Agreement.

Term

The rights and obligations of the parties hereto shall commence on the date of execution hereof and shall continue until the project is completed in full as described in the Scope of Work, as set forth in the section bearing that title hereinabove, including 30 day service maintenance window.

Termination

Defaults. Each of the following shall constitute an "Event of Default" pursuant to this Agreement: (i) Customer shall fail to timely pay or deliver any sum of money or other consideration due and owing to ADCAP pursuant to this Agreement, and such failure shall continue unremedied for more than ten (10) days after notice of such failure from ADCAP to Customer; (ii) Either party hereto fails to timely perform any obligation of such party pursuant to this Agreement, and such default continues unremedied for more than thirty (30) days after notice of such default from the non-defaulting party to the defaulting party; (iii) Either party (a) makes a general assignment for the benefit of creditors; (b) commences a proceeding under any bankruptcy, reorganization or insolvency law; or (c) seeks or consents to the appointment of a trustee, receiver or liquidator to take charge of its assets; or (d) any proceeding under any bankruptcy, reorganization or insolvency law is commenced against a party and an order is entered appointing a trustee, receiver or liquidator of all or any substantial part of such party's assets or granting relief in such proceeding or approving the petition in any such proceeding, and such order remains in effect for more than ninety (90) days. Upon the

occurrence of an Event of Default, the non-defaulting party may exercise any or all rights and remedies provided under this Agreement and applicable law (subject as may be otherwise provided in this Agreement), including without limitation the right to terminate this Agreement, by giving at least ten (10) days' written notice of such termination to the other party hereto. No termination of this Agreement shall terminate or otherwise affect any party's rights to receive accrued sums owing to it by the other party hereto on and as of the date of such termination.

Limitations Period

Either party may not assert any cause of action against the other arising under or in connection with this Agreement of which such party knew or should have known more than two (2) years prior to such assertion.

Applicable Law

The Agreement shall be governed under the laws of the State of Georgia and any legal action to enforce this agreement between the parties shall be brought exclusively in the state and Federal courts situated in Fulton County, Georgia, and the parties hereto irrevocably consent to personal jurisdiction and venue in such courts.

Confidential Information

(a) For the purpose of this Agreement, the following definitions shall apply:

(i) "Confidential Information" means information, other than Trade Secrets (as defined below), that is of value to ADCAP and is treated by ADCAP as confidential, including, but not limited to: (a) any useful process, formula, composition of matter, or device which (i) is new or which Customer has a reasonable basis to believe may be new, (ii) is being used or studied by ADCAP any and is not described in a patent, and (iii) is not readily ascertainable from inspection of any commercially available product of ADCAP; (b) any engineering, technical, product specifications, or designs of any current or future product or project of ADCAP; (c) any computer software (whether in source or object code) and all flow charts, algorithms, coding sheets, design concepts, test data, or documentation related thereto, whether or not copyrighted, patented, or patentable; (d) information concerning ADCAP's pricing strategies, licensing strategies, and advertising campaigns; (e) information regarding ADCAP executives, employees, personnel assignments, customers, and suppliers; (f) ADCAP financial information; (g) ADCAP training, policy, and procedure manuals; (h) the terms and conditions of this Agreement; and (i) any data or information defined herein as a Trade Secret, but which is determined by a court of competent jurisdiction not to rise to be a trade secret under applicable law.

(ii) "Trade Secrets" means information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(iii) "Proprietary Information" means, collectively, Confidential Information and Trade Secrets.

(b) The parties acknowledge during the term of this Agreement, Customer may have access to Confidential Information and Trade Secrets relating to ADCAP's business. Customer recognizes and acknowledges the interest of ADCAP in maintaining the confidential nature of its Proprietary Information and agrees that Customer and its employees, contractors, representatives, personnel, and agents (collectively, "Customer's Representatives") will not for any reason or at any time, directly or indirectly, disclose or use, except as required in the course of and in connection with the purpose of this Agreement, any Proprietary Information of ADCAP or its customers. Without limiting the foregoing, Customer shall only disclose the Proprietary Information to those of the Customer's Representatives who (i) need to know the Proprietary Information to carry out the purpose of this Agreement, (ii) are informed of the confidential nature of the Proprietary Information, and (iii) agrees to keep the Proprietary Information confidential in accordance with the terms of this Agreement. ADCAP specifically reserves the right to require any and all of the Customer's Representatives having access to the Proprietary Information to execute a separate agreement with respect to the use, security and protection of the Proprietary Information. Customer shall be responsible for any disclosure or use of the Proprietary Information by any of the Customer's Representatives. Proprietary Information shall not include any information provided by ADCAP to Customer which:

- (A) is known by Customer or available to Customer prior or subsequent to the time of disclosure to Customer by ADCAP and was not obtained, directly or indirectly, from ADCAP or from a source that is bound by a duty of confidentiality with respect to such information;
- (B) at the time of disclosure was or subsequently becomes generally available to the public through no wrongful or unauthorized act of Customer or the Customer's Representatives;
- (C) is discovered or developed independently by Customer;
- (D) is furnished to any third party by ADCAP without imposing restrictions similar to the restrictions imposed on Customer; or
- (E) is approved in writing for release by ADCAP.

(c) All Proprietary Information shall be and remain the sole property of ADCAP and shall not be used by Customer, except as may be required to carry out the purpose of this Agreement, without the prior written consent of ADCAP. Upon completion of each Project, Customer shall deliver all Proprietary Information promptly to ADCAP.

(d) Customer's obligations as set forth in this Paragraph 5 shall remain in effect with respect to Trade Secrets, for so long as ADCAP is entitled to protection of rights in such Trade Secrets under applicable law, and with respect to Confidential Information for the duration of the term of this Master Agreement and for a period of three (3) years after the termination of this Master Agreement.

No Hiring or Contracting Without Prior Consent

Customer acknowledges that ADCAP provides a valuable service by identifying, hiring, training, developing, and assigning personnel for Customer's work. Customer further acknowledges that ADCAP would suffer substantial harm and would be deprived of the benefits of its substantial investment in its work force if Customer were to hire or engage ADCAP's personnel or subcontractors after such personnel or subcontractors have been introduced to Customer by ADCAP. As such, Customer agrees that, without the prior written consent of ADCAP, Customer shall not recruit, hire, or engage any personnel (including, without limitation, staff, associates and subcontractors) of ADCAP who are or have been assigned to perform work for or on behalf of Customer during the term of this

Agreement, and for the one (1) year period immediately following the expiration or termination of this Agreement.

Miscellaneous

Customer may not assign its rights ADCAP hereunder without the prior written consent of the ADCAP. Such consent if given will not relieve Customer of its primary obligation of payment. Nothing in this Agreement shall be construed to create any franchise, joint venture, trust, commercial partnership, or any other partnership relationship for any purpose whatsoever. In the event any provision of this Agreement shall be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and any unenforceable or invalid provision shall be reformed to accomplish the apparent objectives hereof to the fullest extent, if any, permitted by applicable law. Notice shall be deemed effective when received or refused, if sent to the other party at the address provided in this Agreement, prepaid, certified mail, return receipt or verification of delivery. This Agreement contains all the terms and conditions with respect to the sale and purchase of the material or merchandise described on the face hereof and supersedes any and all previous instruments or agreements, and no change or modification of these terms and conditions shall be of any force unless such change or modification shall be executed by an authorized officer of ADCAP. The terms and conditions of this instrument shall supersede any terms and conditions on any confirmation order or other writing Customer may give, the terms and conditions hereof being binding. Acceptance of this Agreement is specifically limited to the terms and conditions herein.

5. Acceptance

This agreement is made effective as of _____ between ADCAP, whose principal place of business is 6525 Shiloh Road, Suite D-700, Alpharetta, GA 30005, and Customer, whose principal place of business is _____.

The Customer hereby assumes all costs associated with said requested services and equipment as detailed in the attached quotation and summarized as "Total Services and Equipment" below. Associated costs include, but may not be limited to, those delineated by ADCAP on the Statement of Work. Adcap agrees to obtain approval prior to incurring any costs in addition to those already itemized on the Statement of Work and a purchase order provided Adcap prior to the service being done.

See attached detailed quotation for equipment list and professional services pricing.

Terms and Conditions:

1. Quote valid in its entirety. Tax not included in price unless specifically listed.
2. Purchase terms net 30. Invoices not paid within 30 days from invoice date subject to 1.5% interest charge accrued monthly.
3. 50% of equipment billed on contract signing. 50% billed on delivery.
4. Project based professional services: 50% of installation services billed on contract signing. 50% of installation services billed when system put into production.
5. Professional services may be purchased in advance of work completion in the form of pre-paid blocks of hours. Pre-paid blocks of hours do not expire. Round trip travel time is billed when performing services work on a time and materials basis. After hours work at time and a half.
6. Adcap Standard Terms and Conditions for Network Service apply.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their authorized representatives on this _____ day of _____, 2009.

ADCAP:

CUSTOMER:

ADCAP Network Systems, Inc.

By: _____

By: _____

Name: _____

Name: _____

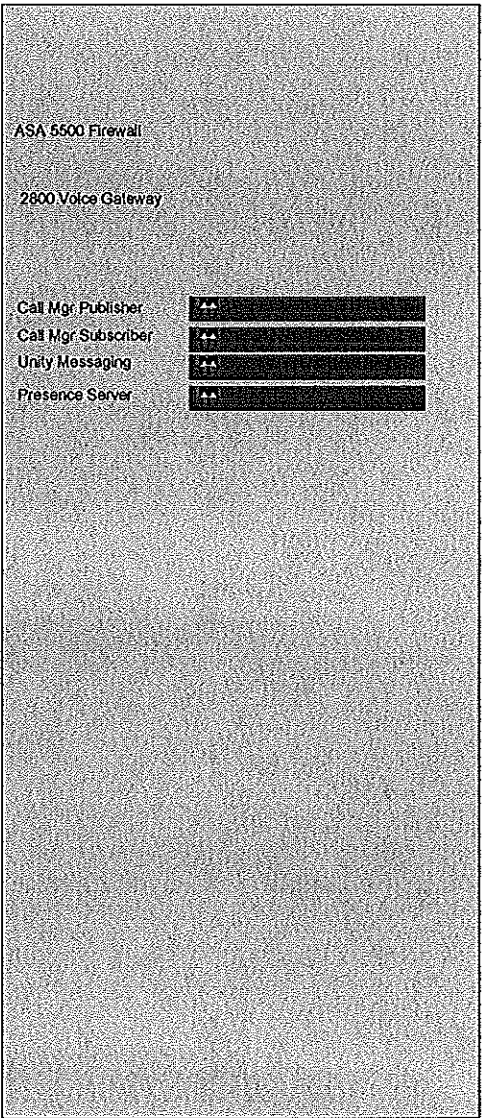
Title: _____

Title: _____

Date: _____

Date: _____

Appendix A – System Drawing



Appendix B – Project Notes and Scope of Work

For each of the applicable sections, capable technical consultants from Adcap Network Systems, Inc. will complete the following work as part of this project.

Voice

1. LAN upgrade for multiple subnets and VLAN's
 - a. Install and configure LAN switches in accordance with Cisco LAN design recommendations.
 - b. Upgrade the existing network with due consideration to minimizing network downtime.
 - c. Develop and implement VLAN and subnet plan.
 - i. Server VLAN's.
 - ii. User VLAN's.
 - iii. Service VLAN's such as internet, remediation, guest.
 - iv. DHCP server scopes.
 - v. Multicast routing setup if necessary and licensed.
 - d. Test operations.
2. WAN upgrade for security, performance, and Quality of Service.
 - a. Work with customer and WAN vendor to upgrade WAN.
 - b. Configure and install main site and remote site routers.
 - i. Either travel to remote sites or assist with remote installation.
 - ii. Set up out of band management of remote site routers.
 - c. Prepare remote site routers for NAC if purchased.
 - d. Apply Quality of Service to prioritize applications that require low latency at the appropriate network element points.
 - i. Voice.
 - ii. SSH.
 - iii. SNMP.
 - iv. Video.
3. Unified Communications Server Implementation
 - a. Unified Communications Servers.
 - i. Publisher.
 - ii. Subscriber(s).
 - iii. Enable mobility for 10 users.
 - b. Voice Messaging. One of:
 - i. Unity Unified Messaging.
 - ii. Unity Voice Messaging.
 - iii. Unity Connection.
 - c. Unified Contact Center Express.
 - i. Create 2 scripts and test.
 - ii. Install and test agent and supervisor desktops on 5 workstations.
 - d. Presence and Personal Communicator.
 - i. Integrate with Call manager and Unity
 - ii. Assist in managed rollout of client and install on 10 workstations.

- e. Third party Applications.
 - i. Zone paging through handsets.
 - ii. Call Recording.
 - iii. Custom applications.
 - iv. Fax servers.
- 4. Auto Attendant Implementation.
 - a. Per-site call handler creation.
 - b. Per-site directories.
 - c. Main number inbound call flow creation and test.
- 5. Attendant Console Setup.
 - a. End-user applications installation.
 - b. Hunt group creation and test.
- 6. Device Deployment.
 - a. IP Phones connected into existing network.
 - b. Staging for legacy analog devices.
 - c. Test device operation with applications.
- 7. Staff and End-User Training.
 - a. Provide training materials and training as described in Training Section.
- 8. Systems Migration - Flash or Staggered.
 - a. Cut over PSTN connections.
 - b. Test inbound and outbound calling.
 - c. Test outbound caller ID.
 - d. Move over internal analog connections.
 - e. Test 911 for every site.
- 9. Implementation Support (Day 1).
 - a. Query end-users.
 - b. Troubleshoot and isolate issues.
- 10. Systems Acceptance Testing
 - a. Determine exceptions to plan.
 - b. Create punch list.
- 11. Operations Implementation
 - a. As Built Documentation.
 - b. Staff Training (IT Administrator and Help Desk) .
 - c. Ongoing Support Handoff Meeting.
 - d. Verify customer understands operational process and responsibilities.
- 12. Project Close Out.

Security

- 1. Install, configure, and test Adaptive Security Appliance.
 - a. Set up inside, outside, and multiple DMZ ports on the firewall.
 - b. Set up static translations and access control lists.
 - c. Set up two remote access profiles and two site to site VPN's.
 - d. Test operations per customer test plan.
 - e. Demonstrate basic ASA management to customer.
- 2. Configure and assist in remote deployment of Adaptive Security Appliance at remote sites.

- a. Set up remote access and site to site VPN's.
 - b. Test all operations per customer test plan.
3. Install, configure, test, and tune AIP Intrusion Protection System.
 - a. Initially set up system in passive mode.
 - b. Tune signatures for the internal network.
 - c. Activate system into intrusion prevention mode.
 - d. Tune system to make sure normal network operations are permitted.
4. Install and configure mail filtering.
 - a. Set up inbound routing and filtering rules.
 - b. Configure outbound mail routing and anti-virus rules.
 - c. Set up quarantines.
 - d. Configure outbound content inspection.
5. Install and configure web filtering.
 - a. Configure end user groups and policies.
 - b. Integrate with directory server.
6. Install and configure wireless
 - a. Plan locations of access points based on customer determined need.
 - b. Coordinate with cabling team for placement.
 - c. Integrate access point controller into data network.
 - d. Deploy access points.
 - e. Perform active site survey using controller tools.
 - f. Tune system for optimal coverage and performance.

Additional Scope of Work items include:

1. Provide documentation on how system is set up and basic management instruction.
2. Recommend additional training and courseware for customer on system.
3. Create a punch list of issues and changes, and take care of the issues in a timely fashion.
4. Provide follow up support for 30 days after system cutover to take care of new issues.
5. Be available for further consulting after the initial 30 days.
6. Provide documentation of all support contracts purchased and instruction on how to get support.
7. Be available for ongoing support at a negotiated rate determined by the Service Level Agreement.

Features and service NOT included in the equipment list and scope of work:

1. Uninterruptable Power Supplies for servers and network switches and routers.
2. Zone paging through the handsets on Communications Manager based systems.
3. Fax server as part of unified messaging.
4. Structured cabling.

Appendix C – Timeline for Deployment

Adcap Network Systems, Inc. is very experienced in conducting deployments into existing networks in a rapid yet controlled fashion. The coordination of a number of different elements, as well as the early identification of gating factors, is so important that Adcap has dedicated project management personnel on staff that participate in the planning and coordination of the deployments.

The deployment timeframe is dependent on a number of factors, including the following:

1. City of Dunwoody needs.
2. Equipment availability and shipping time.
3. Delivery of third party products and services, for example:
 - a. Network cabling upgrades.
 - b. WAN circuit delivery, test, and cutover.
 - c. Voice circuit delivery, test, and cutover.
4. Financing arrangements.
5. Adcap engineering resource scheduling.

The deployment timetable begins when City of Dunwoody signs the proposal and makes the initial payment or signs the equipment and services lease. From that date, the following timetable is the expected sequence of events; the events are detailed above in the project process. A number of the events occur concurrently. This timetable can be accelerated in special situations, and it will vary depending on how many remote sites are going to be connected.

1. Week 1: Equipment ordering.
2. Week 1: Project kickoff.
3. Week 1-3: Security implementation plan discussion. Requires meetings or conference calls with City of Dunwoody.
4. Week 2-4: Configure switches for Layer3 routing.
5. Week 2-6: Security appliance and Application setup remotely and in City of Dunwoody datacenter. Requires integration into existing data network.
6. Week 4-8: Systems Acceptance Testing.
7. Week 4-12: Followup with any issues, changes, and other support. This is the 30 days of support from Adcap post-cutover.
8. Week 5-10: Project closeout and ongoing support handoff meeting.

Appendix D – Equipment List and Price Quotation

AN ORDINANCE, GRANTING TO ATLANTA GAS LIGHT COMPANY, A GEORGIA CORPORATION, HEREINAFTER DESIGNATED AS "COMPANY", ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO USE AND OCCUPY THE STREETS, AVENUES, ROADS, PUBLIC HIGHWAYS, ALLEYS, LANES, WAYS, PARKS, AND OTHER PUBLIC PLACES OF THE CITY OF DUNWOODY, GEORGIA, FOR CONSTRUCTING, MAINTAINING, RENEWING, REPAIRING, AND OPERATING A GAS WORKS AND GAS DISTRIBUTION SYSTEM, AND OTHER NECESSARY MEANS FOR MANUFACTURING, TRANSMITTING, DISTRIBUTING AND SELLING OF MANUFACTURED, NATURAL OR COMMINGLED GAS WITHIN AND THROUGH THE CITY OF DUNWOODY, GEORGIA; AND FIXING THE TERMS AND CONDITIONS OF SUCH GRANT; TO PROVIDE PROVISIONS GOVERNING THE FRANCHISE FEE CALCULATION; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Dunwoody, Georgia, hereinafter referred to as the City, and the undersigned warrant and represent that there is no franchise granted by the City and in force and effect, to any other person, firm or corporation and that the City is under no contract or obligation to any other person, firm or corporation, in anywise relating to the installation of gas service in the City of Dunwoody, Georgia; now, therefore:

BE IT ORDAINED by the Mayor and Council of the City of Dunwoody, Georgia, as follows:

SECTION 1.

- (a) *Base Year* means the fiscal year ending September 30, 2009.
- (b) *Base Year Franchise Fee Factor* means \$13.86.
- (c) *Base Year Dedicated Design Day Capacity or "DDDCbY"* means 23,959, which is the Designated Design Day Capacity, as of the date hereof.
- (d) *Dedicated Design Day Capacity or "DDDC"* means the sum of the individual capacity in Dekatherms attributable to all firm customers located within the city limits of the City.

(e) *Firm Customers* means all residential and business customers who purchase gas service that ordinarily is not subject to interruption or curtailment.

(f) *Fiscal Year* means the 12 month period ending September 30, of each year.

(g) *GPSC* means the Georgia Public Service Commission or such successor regulatory body, having general regulatory authority over the Company.

(h) *Inflation Index* means the percentage change in the Consumer Price Index for all Urban Consumers as published by the Bureau of Labor Statistics, or any successor index, for the period from September 30, 2008, to the beginning of the then current fiscal year, as reduced by any productivity factor adjustment for the same time period determined by the GPSC for the Company.

(i) *Productivity Factor Adjustment* or PFA means the percent change in the cost of service due to productivity, either explicitly or implicitly determined by the GPSC.

SECTION 2

The right is hereby granted to the Company, its successors and assigns, to lay, construct, extend, maintain, renew, replace and repair gas pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages under, along, through and across any streets, avenues, roads, public highways, alleys, lanes, ways, parks, rights-of-way and other public places in the City (hereinafter collectively referred to as the "City's Property") and to use and occupy the City's Property for the purpose of therein laying, constructing, extending, maintaining, renewing, replacing and repairing mains, pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages thereto, used and useful for the manufacture, transmission, distribution and sale of gas within and through

the present or future territorial limits of the City, such right, when exercised as herein provided, to commence as of December 1, 2007 and to continue for a term for thirty (30) years from the date of approval of this ordinance.

SECTION 3.

Company shall be entitled to charge for gas furnished by it such rates as are prescribed by the Public Service Commission or other lawful regulatory Body of the State of Georgia.

SECTION 4.

The total dollar amount of franchise fees paid by the Company to the City shall be calculated as follows:

The current Fiscal Year total franchise fee shall equal the product of the Current Franchise Fee Factor and the Design Day Capacity.

The Current Franchise Fee Factor shall be equal to the product of the Base Year Franchise Fee Factor and one plus the Inflation Index expressed as a decimal to three significant digits.

The following formula quantifies this payment:
$$\text{FF} = \text{FFFbY} \times (1 + (\text{CPI-PFA})) \times \text{DDDC}$$

Where,

FF = total franchise fees due City for the current Fiscal Year

FFFby = the Base Year Franchise Fee Factor = $\text{FFbY} / \text{DDDCbY}$

FFbY = the total franchise fees paid in the Base Year

DDDCbY = the Dedicated Design Day Capacity of the Base Year

CPI-PFA = the Inflation Index

DDDC = the Dedicated Design Day Capacity in the City as of the last day of the previous fiscal year

The Company as the holder of the franchise privilege hereunder is responsible for the payment of all franchise fees payable hereunder, and shall file such reports and

returns as required by this franchise ordinance. In addition, the Company shall report annually to the City the names of all gas marketers for which Company is transporting natural gas on the distribution system within the City.

The franchise fee payments required hereunder shall be in lieu of any franchise fee, license fee, permit fee, administrative fee, occupation tax or other payment for the use of the rights-of-way by the Company for the provision of gas service, but shall not prohibit imposition of a license fee or an occupation tax on gas marketers. The Mayor and Council of the City through its authorized representative or representatives shall have the right to inspect and audit the books and records of Company for the purpose of determining the amount of its revenues received from the sale of gas as set forth above within said territorial limits. The Company shall comply with the City's utility right-of-way permitting process, as enacted, so long as such process does not conflict with O.C.G.A. §32-4-92 and is not more restrictive than rules and regulations as promulgated by the Georgia Department of Transportation. The City will not charge the Company any other franchise fee, occupation tax, or regulatory fee, as prohibited by O.C.G.A. §48-13-16, or any other fee prohibited by state law. Company reserves the right to reduce the annual franchise fee payable to the City for any and all fees, taxes or charges assessed by the City in contravention of this section in connection with the granting of permits to perform Company's work on City's Property during such Fiscal Year.

SECTION 5.

All rights herein granted and authorized by the City shall be subject to and governed only by this ordinance; provided, however, that the City expressly reserves unto itself all of its police power to adopt general ordinances necessary to protect the safety and welfare of the general public in relation to the rights hereby granted not inconsistent with the provisions of this ordinance.

SECTION 6.

Company, upon making an opening in the City's Property, for the purpose of laying, repairing or maintaining gas facilities, shall use due care and caution to prevent injury to persons, and shall replace and restore the City's Property to their former condition as nearly as practicable, and within a reasonable time, and shall not unnecessarily obstruct or impede traffic upon the streets, avenues, roads, public highways, alleys, lanes, ways, parks and other places of said City.

SECTION 7.

Company shall save and keep harmless the said City from any and all liability by reason of damage or injury to any person or persons whomsoever, on account of negligence of the Company in the installation, maintenance and repair of its mains and pipe lines located in the City's Property, provided the Company shall have been notified in writing of any claim against the City on account thereof and shall have been given ample opportunity to defend the same.

SECTION 8.

This ordinance, after its passage according to law, in writing duly filed with the City Clerk, shall be effective and in full force after the date of acceptance by Atlanta Gas Light Company.

SECTION 9.

Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the City certificates of insurance designating the City as additional insured and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars

(\$1,000,000.00) for bodily injury or death to any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days' prior written notice to the City. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers' compensation claims to which the Grantee may become subject during the term of this Franchise Agreement. ~~Alternatively, and in lieu of the foregoing insurance requirements, the Grantee may elect to self-insure, if it can provide evidence of its ability to do so upon request.~~ Alternatively, and in lieu of the foregoing insurance requirements, the Grantee may elect to self-insure or insure through its captive insurance carrier, provided that Grantee or its parent company have sufficient net worth to do so, as determined by customary practice in the natural gas utility industry.

SECTION 10.

Unless 90 days written notice is given by one party to the other prior to the expiration of this agreement, this franchise shall be considered as renewed and binding in all its provisions for ten (10) years after such expiration and this franchise shall so continue in operation and effect for a further and second term of ten (10) years unless such notice be given by either party prior to the expiration of the first such renewed term.

SECTION 11.

If the City grants a franchise to any other person, firm or corporation, for the distribution and selling of gas, or if the City elects to establish a municipal system for the distribution and selling of gas, any proposed facilities within the certificated area of Atlanta Gas Light Company must receive prior approval by the GPSC. City shall notify, or shall require any other person, firm or corporation franchised for the distribution and

selling of gas to notify, the GPSC and Company of their intent to install facilities parallel to and within the rights-of-way with Company facilities at least thirty (30) days prior to installation and such installation shall not be initiated without the written consent of the GPSC provided, however, that the GPSC shall act on such notice within a reasonable amount of time and such consent shall not be unreasonably withheld.

SECTION 12.

In the event that any provision of this ordinance should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, the remaining provisions of this ordinance shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

SECTION 13.

Any and all notices required to be given under this agreement shall be in writing and shall be delivered by U.S. Mail, return receipt requested, commercial overnight courier or hand delivery and shall be deemed delivered when received or rejected for receipt by the recipient. The parties' addresses are set forth below and can be changed upon thirty (30) days' notice to the other:

City:

_____, Dunwoody, GA _____, Attn: _____

Company:

P.O. Box 4569, Atlanta, GA 30302-4569, Attn: Rates and Regulatory

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SECTION 13.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SO ADOPTED by the City Council of the City of Dunwoody, Georgia, at a meeting held on _____.

Approved:

Ken Wright, Mayor

I, _____, Clerk of the City of Dunwoody, Georgia, hereby certify that I was present at the meeting of the Mayor and Council of the City of Dunwoody, Georgia, held on _____, 2009, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the Mayor and Council of the City of Dunwoody, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the City of Dunwoody, State of Georgia, this _____ day of _____, 2009.

Clerk

(SEAL)

Accepted on behalf of Atlanta Gas Light Company, this _____ day of _____,
2009.

Atlanta Gas Light Company

By: _____

Name: _____

Title: _____